

TERMS AND CONDITIONS FOR PARENTS AND STUDENTS OF ETUTORS PROJECT

1. Risk Acknowledgement

- a. eTutors Project ("we", "our", "website" or "service") prioritise the safety of all students and tutors.
- b. Parents and/or guardians ("caretakers") agree to take all legal responsibility for the use of this program by their child (collectively "you" / "your").
- c. All volunteer tutors over the age of 18 are required to have a valid Working With Children Check (**WWCC**).
- d. Caretakers are able to see whether or not a tutor has provided a WWCC on the eTutors Project website.
- e. Caretakers are strongly advised to monitor their child's interaction with the tutor at all times to ensure safe relationships.
- f. You agree and understand that you assume all risks when using the service, including without limitation any and all of the risks associated with any online or offline interactions with other users.
- g. These terms as amended from time to time, constitute the agreement between you and eTutors Project relating to their subject matter, and cancel and supersede any prior versions of these terms.
- h. You may not assign or otherwise transfer these terms or any right granted here.
- i. You also may be subject to additional terms and conditions that may apply when you use eTutors Project or third-party products or services.

2. Technology Access Requirements

- a. you must have access to a stable internet connection.
- b. you must have a device (i.e. laptop or tablet) that they are able to access Google Classroom and Google Hangouts on, as these are the primary platforms used for communication and learning.
- c. Email inboxes must be checked frequently by you in order to maintain proper communication with the tutor.

3. Cancellation Policy

- a. Cancellations are to be communicated 24 hours prior to the agreed meeting

time.

4. Photographing, Filming, Recording Students or Volunteers:

- a. You agree to the following conditions:
 - i. Visual images of students will not be taken, recorded, or used for any purpose, without your written consent, except where visual images are used during the provision of services to the student, for example, during webinars or other online communications.
 - ii. We do not allow photographing, filming or recording of volunteer tutors during sessions unless the photograph, film or recording is used for personal purposes only (eg. review of lesson) and consent has been obtained from the volunteer tutor.
 - iii. No consensual photographs, film or recordings of sessions should be shared publicly without seeking permission from all parties involved, including eTutors Project.

5. Legal Disclaimer

- a. The website, including the information, services and content, is provided on an “as is”, “as available”, and “with all faults” basis. eTutors Project disclaims all express or implied conditions, representations, and warranties of any kind, including any implied warranty or condition of merchantability, satisfactory quality, or fitness for a particular purpose. eTutors project makes no representations, warranties, conditions or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the website and/or the services provided by tutors.
- b. eTutors Project makes no warranty or representations that:
 - i. The website will be uninterrupted, timely, secure, or error-free;
 - ii. The results that may be that may be obtained from the use of the website will be accurate or reliable;
 - iii. the quality of any products, services, content, information, or other material obtained from tutors will meet your expectations or requirement; or
 - iv. any errors in the website will be corrected.
- c. You assume all risk for any damage to your computer system or loss of data that result from obtaining any content from or use of the website, including any damages resulting from computer viruses.

6. Limitation of Liability

- a. By using our service, you agree to accept all risks outlined in [1] Risk

Acknowledgement, and to not make a claim against, sue or attach the property of eTutors Project, its organisers and tutors for any claim, judgment, loss, liability, costs and expenses, for any injury, however caused, even if by negligence, as a result of the student's participation.

- b. The website offers a platform for those seeking tutoring services to connect with those seeking to volunteer by providing tutoring services. You understand and agree that eTutors Project has no control over the acts or omissions of any user on or off the website and that eTutors Project makes no representations or warranties about the quality of the services provided by any tutor.
- c. You understand and agree that eTutors Project is not responsible for the performance or conduct, whether on or off the website, of any user. As such, eTutors Project expressly disclaims, and each user (on behalf of himself or herself and anyone claiming through him or her including without limitation students for whom users have sought tutoring services) expressly releases eTutors Project from, any and all liability whatsoever for any controversies, claims, suits, injuries, costs and/or damages arising from and/or in any way related to the website, including without limitation any acts and/or omissions of tutors and other users on or off the website.
- d. eTutors Project is not responsible for disputes, claims, loss, injury, or damage of any kind that might arise during and after user interaction. To the fullest extent permitted by law, eTutors Project is not liable for any direct, indirect, punitive, special, incidental, consequential, or exemplary damages (including without limitation loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage) arising out of or in connection with the website, even if eTutors Project has previously been advised of, or reasonably could have foreseen, the possibility of such damages, however they arise, whether in breach of contract or in tort (including negligence), including without limitation damages due to:
 - i. the use of or the inability to use the website;
 - ii. the cost or procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained, or messages received or transactions entered into, through or from the website;
 - iii. statements or conduct of any third party on the website, including without limitation unauthorised access to or alteration transmission or data, malicious or criminal behaviour, or false or fraudulent transactions; or
 - iv. content or information users may download use modify, or distribute.
- e. If you are dissatisfied with the website or do not agree to any provisions of these terms, your sole and exclusive remedy is to discontinue using the website.

7. Indemnification

- a. You agree to indemnify, defend, and hold harmless eTutors Project and its subsidiaries, affiliates, shareholders, members, officers, directors, agents, licensors, employees and representatives from and against any and all claims, demands, causes of action, losses, expenses, damages and/or liabilities, including reasonable attorney's fees and court costs, arising from or related to your:
 - i. acts and/or omissions on or off the website;
 - ii. violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the website;
 - iii. breach of these terms;
 - iv. disputes with or between other users;
 - v. use and/or misuse of the website, including without limitation any information, Content and/or materials thereon;
 - vi. violation of any applicable law or regulation;
 - vii. inaccurate, untimely, incomplete or misleading profile data or other information provided by you,;
 - viii. misstatements and/or misrepresentations made by you;
 - ix. use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services
 - x. your use of users' information and any acts or omissions with respect to such user information;
 - xi. use of any information in third-party reports;
 - xii. use of third party payment processing services;
 - xiii. use of phone support services; and/or
 - xiv. use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the website.
- b. You further agree to indemnify and hold eTutors Project harmless from and against all claims by students (including without limitation all students who are minors) arising from your use of the website.
- c. You further agree that you will cooperate as requested by eTutors Project in the defense of such claims. eTutors Project reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and you shall not, in any event, settle any claim or matter on behalf of eTutors Project without the written consent of eTutors Project.

8. Notices; Modification and Termination of Services; Amendment of Terms

- a. eTutors Project may provide notice to users via email, regular mail, or posting

notices or links to notices on the website.

- b. eTutors Project reserves the right at any time to modify, suspend or terminate the services (or any part thereof), and/or use of or access to them, with or without notice.
- c. eTutors Project may delete, or bar access to or use of, all related information and files.
- d. eTutors Project will not be liable to users or any third-party for any modification, suspension, or termination of service, or loss of related information.
- e. eTutors Project may amend these terms at any time by posting the amended terms on the website.