

Terms & Conditions

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These are the terms under which **Saigol Education Limited** (a company registered in England and Wales with company number 13068904 whose registered office is at 71-75 Shelton Street, London, England, WC2H 9JQ) (**SEL/We/Us/Our**) grant a Client (**You/Your**) a licence to access and use Our virtual online platform (**Platform**) via the Site.

These terms are in addition to any other terms and conditions which may apply including the Privacy Policy, the Cookie Policy and the Terms of Service (where applicable) found on the Site which are incorporated by reference.

By using the Platform these terms are deemed to have been accepted by You.

If these terms are changed by Us we will let You know by updating them on our site. If You continue to use the Platform after that time the changed terms will be deemed to have been accepted by You.

Please note that:

- ***In providing the Site and the SEL Services, SEL does not provide the Tutoring Services. To use the Tutoring Services, the Client enters into a legally binding Contract with the Tutor for whom SEL acts as booking agent only. Payments are in respect of Tutoring Services only; not the SEL Services.***
- ***If You are under 18 years of age You are required to have a Sponsor (such as a parent, guardian or carer) who shall be responsible for managing the provision of all elements of the Services on behalf of Students including fees.***
- ***Your subscription will auto-renew at the end of each period unless cancelled by You in writing at least 35 days prior to expiry***
- ***You have the right to cancel Your agreement within 14 days of taking it out, but You must tell us in writing within 14 days and cancellation shall not apply to any Tutor Services that have been provided before cancellation***
- ***You must not share any personal or other contact information with a Tutor nor receive Tutoring Services from a Tutor other than through the SEL Services***

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These terms apply to all online or by phone transactions for the use of Services, whether such transactions require Your payment information or not (“**Transaction(s)**”).

1. Definitions

The following definitions apply in these terms:

Client means a person who is registered to use the SEL Site with a view to directly engage with the Tutor for the provision of Tutoring Services, whether that be the Student and/ or (if under eighteen (18)), the Student’s Sponsor or a school or a trust

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Materials refer to content relating to the Tutoring Services (including images (audio and/or visual), text, music, trademarks, symbols, logos and slogans).

On-demand Service means a real-time On-demand service by text; phone; instant message or the like which may be provided by a Tutor to a Client to provide an instant solution to an instant query outside a Tutorial.

SEL Services includes the provision of an online platform i.e., the Site plus back office support including customer services, billing, website and IT services including the use of the virtual Tutorial space.

Services refer to both the SEL Services and the Tutoring Services.

Site means a website owned and managed by SEL including www.saigoled.com and www.kassoom.com

Sponsor means the individual contracting on behalf of the Student with SEL provision of the SEL Services e.g., a Parent/ Guardian/ Carer or other person (or the same person as the Student if they are over eighteen (18) years old) with responsibility for the Student and/ or the payment of the Tutor Fees.

Student means a person using the SEL Services to receive Tutoring Services.

Tutor means a registered tutor who has been selected to join the SEL community of Tutors and who wish to offer Tutoring Services to Clients using the SEL Services.

Tutor Fees means the amounts payable by You to the Tutor for the Tutoring Services.

Tutorial(s) refers to the online pre-booked tutoring session between Client and Tutor.

Tutoring Services means the provision of online tutoring by a Tutor by way of individual Tutorials in real-time and by the On-demand Service.

Tutoring Terms means the contract between the Client the Tutor for the provision of the Tutoring Services by the Tutor.

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UGC means user generated content provided (including Materials as defined), uploaded, embedded or otherwise displayed and/ or stored on the Site by the Client for the purposes of using or accessing the Services which may include but are not limited to Your profile, text, articles, images, graphics, photos, stories, audio, video, software, audio-visual combinations, interactive features and other materials in any form, medium or technology now known or hereinafter developed that may be viewed on, accessed through or disseminated publicly on the Site for Your use and for use by SEL and a Tutor.

2. You

- 2.1. You must be at least eighteen (18) years old and have legal capacity to accept these terms. If You are not at least eighteen (18) then Your Sponsor must set up an account and accept these terms.
- 2.2. If You are a new customer, You will create an account and provide certain information, including a valid email address. Your email address is our preferred method of contact.
- 2.3. The information You provide us must be accurate, complete and kept up to date. Failure to do so may mean that we cannot fulfil Your Transaction(s) or reach You for important notifications.
- 2.4. In accordance with our Privacy Statement which you hereby agree to, we retain Your payment information that is entered and stored in Your account. This information is used to: 1) automatically renew all automatically renewing subscriptions that are in Your account or to charge payment where the first choice of payment is declined or unavailable; and 2) suggest its use for any subsequent Transaction to help facilitate Your Transaction without prompting You to re-enter Your payment information each time.
- 2.5. Your account is personal and exclusively for You to access and manage Your information, Transactions and Services. You can review, edit, or delete Your information in Your account at any time. You cannot share your account or your login with any other person (other than a Sponsor).

3. Formation of Tutoring Services contract

- 3.1. Through the entire order process, You can review Your order prior to finally submitting it to us.
- 3.2. Your Transaction is completed only when: 1) Your payment is accepted, or Your payment information is verified if the Transaction required Your payment information without immediate payment; 2) the relevant Tutor has confirmed their acceptance of the Transaction; and 3) we send You a confirmation email of Your order.
- 3.3. If the payment information You provide cannot be verified, is invalid or is otherwise not acceptable, Your order may be suspended or cancelled. If we reject Your order, we will refund any such payments made for that order, and we may also cancel or restrict use and access to the applicable Services.
- 3.4. Occasionally an error or inaccuracy in the price or Service description may occur. In the rare case that happens, we will contact You for instructions where You will have the option to either: 1) cancel Your order at no cost, and obtain a refund of any unused prior payment that You have made for the Service; or 2) proceed with Your order based on the corrected price or description of the Service.

4. Duration

- 4.1. You will have access to the Service for the duration of Your Tutoring Services.

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- 4.2. You have an automatically renewing subscription so Your Tutoring Service will renew for the same period unless You cancel the subscription renewal 35 days before You are due to be charged.

5. Subscription Terms

- 5.1. The initial subscription term is charged when Your Transaction is complete.
- 5.2. Unless You cancel the subscription renewal 35 days before the day You are due to be charged, the renewal is charged to Your payment method as detailed in the pre-billing notification email that we send to You prior to each renewal.
- 5.3. To ensure You have continuous Tutorial Services, we charge Your payment method up to thirty-five (35) days before the subscription is due to renew. As such, the date You are charged will likely occur prior to the date that Your subscription renews. The actual date that we charge Your payment method depends on several factors (e.g., if it's a public holiday, if Your payment method has not successfully settled due to expiration, insufficient funds, or otherwise).
- 5.4. The length of Your billing cycle depends on the type of subscription that You choose when You sign-up for the Service.
- 5.5. During a subscription term for the Service you:
 - 5.5.1. may increase the number of Tutorials at our discretion and we will notify you of the change in fee at the time;
 - 5.5.2. may not decrease the number of Tutorials unless We in our absolute discretion agree with You otherwise.

6. Trials

- 6.1. The Tutorial Service may be offered as a trial for a specified period without payment or at a reduced rate ("Trial(s)"). The duration of Your Trial will be specified during sign-up.
- 6.2. Our Trials are intended for new customers and certain former customers to try Tutoring Services.
- 6.3. Eligibility is determined by Us, and we may limit access or duration to prevent abuse. We can revoke a Trial if we determine that You are not eligible.
- 6.4. Many Trials require payment information before it will begin. Unless You cancel before the beginning of the Trial, we will automatically charge the payment method provided to us before the Trial, on a recurring basis, depending on the term You have selected.
- 6.5. If Your Trial automatically renews as a paid subscription, we will send You a notification email before we charge the payment method on file.

7. Tutor Fees

- 7.1. Our advertised Tutor Fees and the final Tutor Fee displayed prior to Your confirmation of Your order are exclusive of VAT and/or any other applicable taxes. As your contract for Tutoring Services is with an overseas Tutor We do not charge VAT but reserve the right to do so if circumstances or advice changes.
- 7.2. Discounts and prices may be withdrawn or changed any time. A price change will not affect an order already accepted, except if You expressly agree otherwise.
- 7.3. If the Tutor Fee for Your subscription changes at renewal, we will send You a notification email in advance and You can cancel Your subscription renewal or terminate Your contract if You do not accept the price change.
- 7.4. Services are delivered electronically and there are no shipping or handling costs. Any cost associated with accessing our website and/or Services is Your responsibility.

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- 7.5. We use third parties to assist with processing Your payment, this may include the use and secured transfer of Your information. There are also times we obtain and use updated credit card account information from credit card providers to retry failed payments in order to complete transactions, including but not limited to, retrying failed billings with extended expiration dates. Please contact Your credit card provider for more information about this service and what it may mean for You and Your card.
- 7.6. Payment is charged when Your purchase is complete, or in the case of a subscription renewal, up to thirty-five (35) days before the subscription is due to renew. For offline payments, You must provide the confirmation email to Your payment institution to complete the order. Your order may be revoked within a certain number of days if You do not fulfil Your payment or transfer successfully.
- 7.7. If You fail to pay for a Service by the due date, we may: 1) suspend Your access or stop Services deliveries until we have successfully charged a valid payment method; and/or 2) terminate Your order or contract with written notice.
- 7.8. The provision of the Tutoring Services by the Tutor is subject to Your payment of the Tutor Fees to the Tutor. SEL will collect the Tutor Fees from You on the Tutor's behalf.

8. Automatic Renewal, Withdrawal Rights, Cancellation and Refund

- 8.1. Automatic Renewal: You can cancel, or stop, the subscription renewal at any time and no later than 35 days before You are due to be charged, by contacting us by email, or if available by signing into Your account and then visiting the Renewal Settings tab, clicking Cancel Subscription Renewal next to the subscription You want to cancel the renewal for and confirming Your cancellation.
- 8.2. Withdrawal Rights:
 - 8.2.1. You have a statutory right to withdraw from the contract (wholly or partially) for any or no reason at any time within fourteen (14) calendar days of the day You receive the confirmation email ("**Withdrawal Period**").
 - 8.2.2. To exercise this right, You must inform us, prior to expiration of the Withdrawal Period, of Your decision to withdraw from the contract by an unequivocal statement in writing.
 - 8.2.3. If You withdraw from the contract in accordance with the present section, we will refund You all payments made minus any services provided as part of Your order within fourteen (14) calendar days from the day on which You informed us about Your decision to cancel the contract. Refunds will be made using the same payment method that You used for placing the order unless we both have expressly agreed otherwise.
 - 8.2.4. You will not be able to exercise Your withdrawal right where Services have been fully performed if performance has begun with Your express request for immediate performance of the services and Your acknowledgement that You will lose Your rights of withdrawal from the contract once the Services have been fully performed. If the services have not been fully performed, and You have requested the performance within fourteen (14) days from the date of the order confirmation email, You will be charged an amount proportional to the services provided until the time You have informed us of Your decision to withdraw from the contract.
- 8.3. On-demand Service: If you have elected to use the On-demand Service payments made in advance of usage are non-refundable (other than as set out in clause 8.2) as We need to ensure capacity to fulfil is available in advance of use.

9. Tutoring Services

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- 9.1. Once Tutoring Services have been scheduled they cannot be cancelled (unless You exercise Your right to cancel this agreement). You will not be entitled to a credit or refund in whole or in part under any circumstances including if you do not attend a Tutorial.
- 9.2. When You use the Site and the Tutoring Services, You must comply with any requirements as directed by SEL and the Tutor which we let You know about on the Site in accordance with these terms. You agree:
 - 9.2.1. to provide all service, telephony and/or other fees and costs associated with Your access to and use of the Tutoring Services;
 - 9.2.2. to obtain and maintain all necessary equipment to use and access the Services including the use of a computer, recommended browser, webcam, a broadband internet connection (with sufficient bandwidth), a sound card and a headset and microphone (“**Client Tools**”). Any problem concerning a technical issue with the Client Tools are not the responsibility of SEL or the Tutor. You must use a headset and microphone (not loudspeakers) which must be plugged in and fully configured;
 - 9.2.3. to buy, keep up to date and pay for the latest available version of security software to protect against the transmission of viruses and other computer malware during Your access to and use of the Tutoring Services;
 - 9.2.4. to provide promptly and give to the Tutor all such information as they may reasonably require in connection with the provision of the Tutoring Services;
 - 9.2.5. to be solely responsible in assessing the suitability of a Tutor to deliver the Tutoring Services and the accuracy of their stated credentials, expertise, references as these are not verified or validated by SEL;
 - 9.2.6. to notify Us promptly (and in any event within 24 hours of the provision of the relevant Tutoring Service) of any complaint or dissatisfaction with the Tutoring Service; and
 - 9.2.7. to contact a Tutor via the Site only and in no circumstances enter into any agreement or arrangement for the delivery of Tutoring Services other than through the SEL Services..
- 9.3. You are wholly responsible for the appropriateness and the content of any UGC used and/or submitted by You when using the Site or Tutorial Services. No UGC will be offensive or defamatory.
- 9.4. Neither We or the Tutor is responsible for your attendance at a Tutorial or your use or ability to use Client Tools nor is the Tutor responsible for the physical space from which you access the SEL Services.

10. Data Protection

To the extent that We collect and process Your personal data in order to perform our obligations to You we will act in accordance with our privacy policy.

11. Warranty

As a consumer You may have certain statutory rights under English Law. Nothing in these terms will affect these legal rights.

12. Our Liability

- 12.1. We are not responsible for:
 - 12.1.1. losses or damages that are not foreseeable, beyond our control and which we cannot avoid through appropriate actions;
 - 12.1.2. losses or damages that are not caused by breach of Our obligations set out in these terms or at law;
 - 12.1.3. losses or damages that are caused by Your breach of these terms;

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- 12.1.4. economic or intangible losses;
 - 12.1.5. the quality of Tutoring Services; or
 - 12.1.6. Your achievement in exams, course work, homework, assignments, tests and the like.
- 12.2. Nothing in these terms limits or excludes Our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; or (d) any matter in respect of which it would be unlawful for Us to limit or exclude Our liability.

13. Conduct

- 13.1. You may only access the Site and use the Services for lawful purposes.
- 13.2. You are responsible for complying with any and all laws, rules, and regulations relating to Your use of the Services.
- 13.3. You agree that You will treat the Tutors with respect and not use obscenities, make threats, be disruptive or discuss matters other than those directly related to the subject of the Tutorial.
- 13.4. Save for where it may be deemed necessary, You agree that You will not disclose any information to a Tutor that could be considered personally identifiable information including Your address, telephone number, email address, National Insurance number, password or any other information that could be used to identify or locate You. Notwithstanding this clause, it is understood that SEL will pass Your name on to Your Tutor to enable You to use the Services.
- 13.5. You agree that You will not solicit any such information from any Tutor, and agree that if any Tutor ever discloses such information to You, asks You for any personal information, or suggests any offline meeting or conversation, You will immediately report this to us.
- 13.6. You acknowledge that we may screen UGC and that we shall have the right (but not the obligation), in our sole discretion, to remove any UGC.
- 13.7. We may terminate any Tutorial where we consider, in our sole discretion, that You are uploading or otherwise transmitting inappropriate content or have breached any of these conduct provisions a our sole discretion.
- 13.8. You will not share with or distribute to any other person (other than a Sponsor) any materials provided by a Tutor or a recording of a Tutorial.

14. Intellectual property

- 14.1. When using the Services, if You publish any UGC via the Site by way of uploading text, images or videos or contributing to publicly accessible areas of the Site, You automatically grant:
- 14.1.1. to SEL and the Tutor, a worldwide, non-exclusive, royalty-free, perpetual, transferable license (with right to sub-license) to use, record, publish, distribute, prepare derivative works of, display and perform all that UGC, or any part of it, and the Intellectual Property Rights therein, in connection with the provision of the Services, including without limitation the reproduction and sale of the UGC, or any part of it, and products incorporating the same for use by any person anywhere in the world including promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels;
 - 14.1.2. to each user of the Services whether registered as a Tutor or Client or not, a worldwide, non-exclusive, perpetual, royalty-free license to access Your UGC through the Services, and to use, reproduce, distribute, prepare derivative works of, display and

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perform such UGC to the extent permitted by the functionality of the Services and under the terms of this Agreement.

- 14.2. You acknowledge that all Tutorials You participate in may be recorded and You agree to the storage and use of such Recordings by SEL.
- 14.3. You agree that any UGC You contribute to Tutorials or to the Site and/ or Services in general will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless You have a formal agreement or permission from the rightful owner, or are otherwise legally entitled to use the UGC in question and to grant the licenses referred to above.
- 14.4. All Intellectual Property Rights in all Materials produced by the Tutor pursuant to the performance of the Tutoring Services shall be the property of the Tutor.
- 14.5. The Intellectual Property Rights contained on the SEL Site cannot be used, modified, copied, distributed, adapted, altered, or in any way dealt with, without SEL's written permission.
- 14.6. You acknowledge that all Intellectual Property Rights in and relating to SEL are owned by SEL or SEL's licensors.

15. Indemnity

You shall indemnify and hold harmless SEL (and any Tutor as the case may be) on demand, and shall keep SEL (and any Tutor) fully and effectively indemnified against any and all Losses arising out of or in connection with:

- 15.1. the Services;
- 15.2. any breach of these terms or breach of obligation or warranty by You or the acts or omissions of You (other than and to the extent that any losses arise directly from breach of these Client Terms by SEL or by SEL's negligence); and
- 15.3. any and all claims, complaints or legal proceedings instigated by a Tutor against You.

16. General

- 16.1. **Assignment:** You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under these Tutor Terms. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.
- 16.2. **Enforceability:** If any one or more of the provisions of these Tutor Terms should be held to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the parties shall amend these terms to add a new provision having an effect as near as legally permissible to the one held to be invalid, illegal or unenforceable.
- 16.3. **Entire Agreement:** These terms together with our Privacy Policy, the Cookie Policy and the Terms of Service constitutes the entire agreement between You and SEL in relation to Your use of the Site and the Services and supersedes any prior representations, inducements or agreements relating to its subject matter.
- 16.4. **Status:** The Tutor and SEL are independent contractors, and no agency (other than as specifically provided for), partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created, and neither shall have any authority to bind the other in any way.

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- 16.5. **Governing Law:** The provisions contained in this Agreement will be governed by and construed in accordance with the laws of England and the English Courts will have exclusive jurisdiction in relation to them.

Student Terms last updated on 5th June 2023.