

## Terms & Conditions

The following terms and conditions (the "Terms and Conditions") govern your use of the website located at [www.drshiptutoring.com](http://www.drshiptutoring.com). BY USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SITE.

You should also read our [Privacy Policy](#), which is incorporated by reference into these Terms and Conditions. If you do not accept and agree to be bound by these Terms and Conditions, including our Privacy Policy, do not use the Site or the products and services offered on the Site. By accessing the Site, you consent to these Terms and Conditions in electronic form. To withdraw this consent, you must cease using the Site and, if applicable, terminate your account. Users under the age of 18 must (a) review these Terms and Conditions with a parent or legal guardian to ensure the parent or legal guardian acknowledges and agrees to these Terms and Conditions, and (b) not access the Site and uninstall any application if his or her parent or legal guardian doesn't agree to these Terms and Conditions.

### 1 Lessons

- a) Please give at least one day in advance (at least 24 hours) in case of lesson cancellation. Parents/student must directly inform the tutor in charge by phone/sms. Lesson cancelled within 24 hours of the agreed date & time for the Lesson will incur the full fee for the lesson as booked.
- b) If the tutor is already present for the tutoring session, the full fees for the whole session would be charged except in cases of emergency due to sickness or the lesson is ended earlier due to the tutor's side.
- c) Please provide an email( of your child) so that tutor can be in contact with the student before the tutoring session begins.
- d) At the end of every lessons, both the tutor & student/parent have to sign on the attendance log form as prove of the tutoring session.
- e) For all arrangements **regarding the lessons scheduling** (those tutored not by Dr Ship personally), the student has to **cc a copy** of all email correspondence about lesson schedule/changes to Dr Ship Tutoring.
- f) For group lessons with at least 2 students, it must be a minimum of 2 students present for the tutoring session. Otherwise, the normal fees applicable to 1 to 1 tutoring is charged.

### 2 Payments

- a) **NO cash payment should be made directly to the tutor.** Doing so may lead to a breach of this agreement and possible termination. Every tutor has signed a confidential agreement with Dr Ship Tutoring and is bound to the terms of services. Hence, there should be **no discussion on fees matter and about the contract/agreement with the tutor.**
- b) Parents/Named Contact make advance payment at the beginning of the month. All payment should be made by bank transfer to the account of SHIP CHEE PENG with the account no **BE 49 3770 9423 8971** within 15 days of the invoice. An invoice will be sent to the student/parent at the beginning of the month and it is the student's (Named Contact e.g parents) responsibility to check that the invoices match up with their own records of lesson times and durations and the attendance log form submitted by the tutor.
- c) If the Student or Named Contact does not pay an amount due before the date when it was due then Dr Ship Tutoring reserves the right to charge a late payment fee of up to 10 euro for each e-mail that is sent to the Student or Named Contact with regard to the amount owed. Such e-mails

will be sent no more often than once each calendar month. Dr Ship Tutoring also reserves the right to charge interest on any overdue amount at 8%.

### **3 Miscellaneous**

- a) Dr Ship Tutoring reserves the right to request that a tutor stop arranging lessons with the student at any time.
- b) The Student or Named Contact is not permitted to make private arrangements for tuition with a Tutor introduced by Dr Ship Tutoring. Should a Student or Named Contact breach this obligation, they, or their Named Contact should the Student not be of legal age, will be liable to account to Dr Ship Tutoring for all sums paid to the Tutor without deduction and Dr Ship Tutoring shall be entitled to obtain an injunction against them to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.
- c) On request, the Student or Named Contact must disclose, to Dr Ship Tutoring, details of each Lesson given by the Tutor.
- d) Dr Ship Tutoring do not accept any liability for any claims by the Student or Named Contact arising out of or related to the carrying out of the tutoring by a Tutor introduced by Dr Ship Tutoring.
- e) Dr Ship Tutoring reserves the right to alter these terms and conditions at any time. It is the Student or Named Contact's responsibility to review Terms of Use on a monthly basis, any such modifications being made apparent with a note on the Dr Ship Tutoring website or via emails.
- f) Dr Ship Tutoring will follow up with the parents/student on the tutor's performance especially *after the first few sessions*.

### **4 Approval**

- a) Acceptance of our services in the manners outlined as stated herein will be taken to represent agreement to these Terms and Conditions.
- b) Dr Ship Tutoring may use the exam results of the students or pictures of tutoring sessions on social media e.g facebook, LinkIn unless the student/parent specifically opted out of it. This has to be informed or communicate in advance to Dr Ship Tutoring. In most cases, consent is always requested in advance before posting on social media.

### **5 Data Protection**

- a) Dr Ship Tutoring and the Student or Named Contact shall comply with their respective obligations under the Data Protection Laws.
- b) Dr Ship Tutoring shall procure that each of the Tutors introduced to the Student or Named Contact by Dr Ship Tutoring shall also comply with their respective obligations under Data Protection Laws.

c) By entering into this Agreement the Student consents to our use of their, and where the Named Contact is the parent or legal guardian of the Student receiving tuition to use that individual's personal data for the purpose of providing services which may include (without limitation) effecting introductions to Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time.

d) For the purposes of this Agreement: "Data Protection Laws" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

e) The parties agree that in the event of any dispute arising under these terms, the laws of Belgium shall apply, the courts of Belgium are to have sole jurisdiction in the event of any dispute between the parties.

## **6 PROPRIETARY RIGHTS**

As between you and us, we own, solely and exclusively, all rights, title and interest in and to the Site, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video and copy), software, code, data, and the look and feel, design and organization of the Site, and all materials and content related to our programs even if the materials or content are not accessed through the Site. Your use of the Site does not grant to you ownership of any content, software, code, data or materials you may access on the Site.

## **7 LIMITED LICENSE**

You may access and view the content on the Site on your computer or other internet compatible device, and make single copies or prints of the content on the Site for your personal, non-commercial use only. To the extent you need to download software or documentation to use the products or services on the Site, we grant you a limited, non-assignable, non-transferable, revocable license to use such materials solely to utilize such products or services. Such license will terminate when you no longer use the products or services. The Site and the products and services offered on or through the Site, including any content and materials on the Site, are only for your personal, non-commercial use. We reserve the right to change or make corrections to the operation of, or any information available on, the Site at any time and without prior notice. For our mobile applications, we grant you a nonexclusive, non-transferable, worldwide, and perpetual license to perform, display, and use the mobile application for your personal, non-commercial use only.

## **8 TRADEMARKS**

Trademarks, logos, service marks and trade names (collectively the "Trademarks") that are ours or Trademarks of any third party displayed on the Site or on content available through the Site may not be used unless authorized by the trademark owner. All Trademarks not owned by us that appear on the Site or on or through the Site's products and services, if any, are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our written permission or that of the third party rights holder. Your misuse of the Trademarks displayed on the Site is strictly prohibited.

## **9 SUBMITTED MATERIALS**

(a) Any ideas, suggestions, survey responses, or testimonials that you submit to us or information you submit or post to our chat rooms, message boards, and/or our blogs ("Submitted Materials") will be

deemed not to be confidential and may be used by us for any purpose. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived, and (ii) grant us and our affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to display, use, reproduce, incorporate, modify, create derivative works of and distribute such material (in whole or part). We are not responsible for maintaining any Submitted Material that you provide to us and we may delete or destroy any such Submitted Material at any time.

(b) For any academic source materials such as textbooks and workbooks which you submit to us in connection with our online tutoring services, you represent and warrant that you are entitled to upload such materials under the "fair use" doctrine of copyright law. In addition, if you request that our system display a representation of a page or problem from a textbook or workbook, you represent and warrant that you are in proper legal possession of such textbook or workbook and that your instruction to our system to display a page or problem from your textbook or workbook is made for the sole purpose of facilitating your tutoring session, as "fair use" under copyright law.

(c) You agree that we may record all or any part of any live online classes and tutoring sessions (including voice chat communications and videos) for quality control and other purposes. You agree that we own all transcripts and recordings of such sessions, and you hereby irrevocably assign to us all rights in all such transcripts and recordings.

## **10 CERTAIN OBLIGATIONS AND PROHIBITIONS**

(a) Any commercial distribution, publishing or exploitation of the Site, or any content, software, code, data or materials on the Site, is strictly prohibited. Except as expressly permitted by these Terms and Conditions or by law, you may not download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any content, software, code, data or materials on the Site or any materials or content related to our programs even if the materials or content are not accessed through the Site. If you improperly use the Site, we may aggressively enforce our intellectual property and other rights to the fullest extent of the law, including the seeking of criminal prosecution.

(b) We may investigate and/or terminate your account if you misuse the Site or behave in any way that we regard as inappropriate or unlawful. You agree that, while using the Site and the various products, services and features offered on or through the Site, you will not: (i) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (ii) insert your own or a third party's advertising, branding or other promotional content into any of the Site's content, materials or services; or (iii) gain or attempt to gain unauthorized access to other computer systems through the Site.

(c) You agree to not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on the Site or for any products, services, or features offered on or through the Site, or obtaining lists of users or obtaining or accessing other information or features on, from or through the Site or the products or services offered on or through the Site, including but not limited to any information residing on any server or database connected to the Site or any products or services offered on or through the Site; (ii) use the Site or the products or services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such products or services, including but not limited to sending mass unsolicited messages or "flooding" servers with requests; or (iii) use the Site or the Site's products or services in violation of any applicable law or the legal rights of any third party.

(d) You agree that you will not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site's products or services, or any content thereof, or make unauthorized use thereof.

(e) You agree that you will not upload, post, transmit, distribute or otherwise publish through the Site or any product, service, or feature made available on or through the Site, any materials which (i) restrict or inhibit any other user from using and enjoying the Site or the Site's products or services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, defamatory, obscene, vulgar, offensive, profane, sexually explicit or indecent, (iii) violate any local, state, national or international law, (iv) violate, plagiarize or infringe the intellectual property, privacy, publicity, or other rights of third parties, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You alone are responsible for the content and consequences of any of your activities, both on and off the Site.

(f) You agree that you will treat our online tutors and instructors with respect and not use obscenities in the online classroom, lie about false emergencies, make threats or discuss personal matters or matters other than those related to the subject for which you seek help. You agree that you will not disclose any information to your online tutor or instructor that could be considered personally identifiable information, such as your full name, address, telephone number, email address, social security number, or any other information that could be used to identify or locate you. Similarly, you agree that you will not solicit any such information from any online tutor or instructor and agree that if any online tutor or instructor ever discloses such information to you, asks you for any personal information, or suggests any offline meeting or conversation, you agree to immediately report this to us by phone and in writing. You agree not to use the Site or the products, services, and information offered on the Site to recruit, solicit, or contact in any form tutors or instructors for employment or contracting for a business not affiliated with us without our advance written permission.

(g) We respect the intellectual property of others, and we ask you to do the same. Students are not allowed to pass on any tutoring materials such as any documents, files, powerpoint slides that are owned by the tutors/Dr Ship Tutoring to friends and others for commercial purposes – any infringement will be subject to a penalty. Our tutors will not pass on any students' work to other students. The tutors have to follow confidentiality protocols, thus ensuring that the individual students' work is not distributed to other students. It means students doing assignments are assured that their work will not be compared to others.

## **11. RIGHT TO MONITOR AND EDITORIAL CONTROL**

We reserve the right, but do not have an obligation, to (a) monitor and/or review all materials posted to the Site or through the Site's products, services, or features or (b) refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable, violate these Terms and Conditions, or violate applicable law. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, our terms and conditions or applicable law, or for any other reason without notice of liability.

## **12. PRIVATE OR SENSITIVE INFORMATION ON PUBLIC FORUMS**

We may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such services available on or through the Site. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Site and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over

who will read them now or in the future. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information in your comments to our public forums.

### **13. COPYRIGHT**

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the website (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Notice of claims of copyright infringement should be provided to our Copyright Agent. We may terminate the accounts of any infringers.

### **14. LINKS**

(a) You may be able to link from the Site to third party websites and third party websites may link to the Site ("Linked Sites"). You acknowledge and agree that we have no responsibility for the content, products, services, advertising or other materials which may be provided by or through Linked Sites, even if they are owned or run by our affiliates. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites. Any reliance on the contents of a third party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

(b) You agree that if you include a link from any other website to the Site, such link will open in a new browser window and will link to the full version of an HTML formatted page of this Site. You are not permitted to link directly to any image hosted on the Site or our products or services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another website. You agree not to download or use images hosted on this Site on another website, for any purpose, including but not limited to posting such images on another site. You agree not to link from any other website to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Site be discontinued, and to revoke your right to link to the Site from any other website at any time upon written notice to you.

### **15. INDEMNIFICATION**

You agree to defend, indemnify and hold us and our tutors harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the Site or submit to us, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of

any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## **16 PRODUCTS AND SERVICES**

(a) Our Student Enrollment Agreement Terms and Conditions set forth additional terms applicable to certain products and services you may purchase on the Site.

(b) You are solely responsible for all computer hardware and other equipment and all fees for services (such as internet service and wireless services) required for access and use of our on-line products and services.

(c) To use products and services delivered on or through the Site, you will need to register on the Site, pay any applicable fees, and create an account, username and password. You agree to provide accurate information about yourself. If we believe that such information is inaccurate, we reserve the right to suspend or terminate your account and refuse any and all use of our products or services. You are responsible for maintaining the confidentiality of your account information and for all activities and liabilities associated with or occurring under your account. You must notify us immediately of any unauthorized use of your account or username. You may not transfer your account (including your username or password) to another person and you may not use anyone else's account at any time without the permission of the account holder. In cases where you have authorized or registered another individual, including a minor, to use your account, you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the products and services; and (iii) the consequences of any misuse. In the event that you permit a minor to use your account, we reserve the right to provide access to your account and all information contained therein to such minor's parents, guardians or other authorized adults, including, but not limited to, authorized school representatives. You may not use any means to circumvent our access, registration, or payment systems. You may not continue to use the Site or any products or services available on the Site after we have terminated or suspended your access to the Site or the products or services on the Site.

## **17 DISCLAIMER OF WARRANTIES**

(a) THE SITE, INCLUDING BUT NOT LIMITED TO ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS AND MATERIALS CONTAINED OR AVAILABLE ON THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, OR USEFULNESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE ALSO ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

(b) From time to time, we may make third party opinions, advice, statements, offers, or other third party information or content available on the Site or from tutors under tutoring services ("Third Party Content"). All Third Party Content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE SITE OR ANY VERIFICATION SERVICES DONE ON OUR TUTOR OR INSTRUCTORS, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE

ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY TUTOR OR INSTRUCTOR OR ANY PARTY THAT APPEARS ON THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE SITE.

## **18 LIMITATION OF LIABILITY**

(a) IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (INCLUDING INSTRUCTORS AND TUTORS) (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, AND FUNCTIONS RELATED TO THE SITE, YOUR PROVISION OF INFORMATION VIA THE SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

(b) IN NO EVENT WILL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS AND CONDITIONS OR YOUR USE OF THE SITE OR THE PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SITE, EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE SITE OR THE PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SITE IN THE 12 MONTH PERIOD PRECEDING YOUR CLAIM.

## **19 CHANGES TO TERMS OF USE**

We reserve the right, at our sole discretion, to modify any portion of these Terms and Conditions at any time. Changes in these Terms and Conditions will be effective when posted. Your continued use of the Site and/or the products or services offered on or through the Site after any changes to these Terms and Conditions are posted will be considered acceptance of those changes.

## **20 COMMUNICATION**

If you provide us your email address, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the products or services we offer, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us. You also may sign up, and therefore agree, to receive SMS or text messages on your mobile phone.

## **21 MISCELLANEOUS**

These Terms and Conditions comprise the entire agreement between you and us concerning the subject matter of these Terms and Conditions. Our failure to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. We may assign these Terms and Conditions to any person or entity without your consent. You may not assign these Terms and Conditions without our prior written consent. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of



these Terms and Conditions remain in full force and effect. Sections 1, 3-6, 9-14, 17-20 and any other provisions of these Terms and Conditions which would be expected to survive the termination or expiration of your relationship with us will so survive.

## **TUTOR AGREEMENT FOR TUTORING SERVICES**

THIS AGREEMENT is made and entered into by and between DR SHIP TUTORING (the company) and \_\_\_\_\_, an individual ("Contractor/Tutor"), and contains the following mutual representations, covenants, and agreements:

### **ARTICLE I. RECITALS**

1.01. Dr Ship Tutoring acts as agent on behalf of the Tutor ("Tutor") and will introduce the Tutor to the Student ("Student"). It is the Tutor's responsibility to ensure that tutoring services are provided to the Student. The following terms and conditions (the "Terms and Conditions") govern the relationship and dealings between Dr Ship Tutoring and the Tutor, and between the Tutor and any student to which the Tutor provides tutoring services (in each case, a "Student") or any contact nominated by the Student to act on their behalf ("Named Contact"). The Conditions are applicable when the Tutor accepts or conditionally accepts a student by email, telephone, written agreement, or on the Dr Ship Tutoring website at [www.chemistrytutoringbelgium.com](http://www.chemistrytutoringbelgium.com) (the "Website"), such acceptance resulting in Dr Ship Tutoring sending an introduction to the Tutor with the Student's contact details.

It is important to note that as a selling agent, Dr Ship Tutoring provide our own pricing structure which results in the best outcome for both Student and Tutor. Dr Ship Tutoring will only introduce Tutors to Students when Dr Ship Tutoring consider that the Tutor will deliver services to the requisite standard.

Dr Ship Tutoring is in the business of providing tutoring services to students. Dr Ship Tutoring in the operation of its business, desires to subcontract such tutoring services incident to the operation of the business. Tutor agrees to provide the services specified in this Agreement under the terms and for the prices as stated herein.

### **ARTICLE II. SERVICES AND PAYMENTS**

#### **2.01 The Tutor's Commitment to the Student**

i) The Tutor agrees to attempt to contact the Student via e-mail within 24 hours of the Student's contact details being provided to the Tutor by Dr Ship Tutoring. This initial attempt to contact the student [the "Introductory Email"] must adhere to the conditions determining the content of, and recipients to, the email outlined by Dr Ship Tutoring as well as providing the contact information of the Tutor.

The Tutor must contact Dr Ship Tutoring if they have been unable to enter into correspondence with the Student following a period of 7 days after Dr Ship Tutoring provided the Tutor with the Student's contact details, notifying Dr Ship Tutoring that they have not received a response from the Student or any other contact outlined by Dr Ship Tutoring on the Student's behalf.

ii) Upon confirmation of a tutoring placement, the Tutor is entering into a separate contract between the Tutor and the Student (or where relevant, their Parent, or Named Contract), where Dr Ship Tutoring acts as agent on behalf of the Tutor. Dr Ship Tutoring is solely responsible for introducing the Tutor and the Student, and is not responsible for the details of any contract between the Tutor and the Student.

iiia) If the Tutor is for any reason unable to hold a Lesson with the Student for a period of 7 days or more (the "Period of Absence"), the Tutor shall inform the Student and/or their Named Contact of their unavailability as soon as practicably possible. In the case of planned absence, this notice should be given at least 7 days prior to commencement of the Period of Absence, including Dr Ship Tutoring in such correspondence.

(b) The Tutor shall inform the Student or the Named Contact and Dr Ship Tutoring how long the Tutor expects the Period of Absence to last, and shall direct the Student to Dr Ship Tutoring with a view to arranging for potential alternative tutor from Dr Ship Tutoring during the Period of Absence.

iv) If the Tutor considers that the conduct or behaviour of the Student or Named Contact reasonably entitles the Tutor to end their agreement with said Student, the Tutor must email Elite IB informing them of this decision.

Conduct or behaviour of the Student or Named Contact that may reasonably entitle the Tutor to breach or disregard this Section A shall include, but not be limited to, a failure by the Student or Named Contact to contact the Tutor or to respond to attempts by the Tutor to contact him/her over an extended period of time, a failure by the Student or Named Contact to provide adequate working conditions in which the Lessons can take place, and abusive or discriminatory behaviour.

v) Dr Ship Tutoring shall use reasonable endeavours to send the Student's contact details to the Tutor within 7 days of the Tutor agreeing to take on the Student.

vi) Once the Tutor has commenced Lessons with the Student, the Tutor agrees that all future Lessons that take place between the Tutor and the Student shall be processed through Dr Ship Tutoring and that the Tutor will inform Dr Ship Tutoring of the date, time and length of such Lessons every 2 weeks via email or via Dr Ship Tutoring website when a logging-in portal becomes available. The tutor agrees to register these lessons on the Portal within 7 days of the lesson taking place, within 7 days of the Lesson having taken place, and before the end of the calendar month in which the lesson took place. It is the Tutor's responsibility to ensure the accuracy of all information included in the Lesson booking, based on agreement with Dr Ship Tutoring by e-mail or phone correspondence regarding rates. The Tutor shall endeavour to book lessons in advance of them taking place, and will then 'complete' them on the same day that they have taken place. Failure to do so may lead to reduced fees paid.

vii) We respect the intellectual property of others. Tutors must not pass on any students' work to other students. By agreeing & signing this contract with Dr Ship Tutoring, the tutors are obliged to follow confidentiality protocols, thus ensuring that the individual students' work is not distributed to other students. It means students doing assignments are assured that their work will not be compared to others.

## 2.02 The Tutor's Commitment to Dr Ship Tutoring

i) The Tutor will be responsible for providing one-on-one tutoring instruction on the dates and times scheduled between the student/parents and the tutor. The Tutor agrees to provide his or her own transportation to and from the tutoring location and **timely arrive at all scheduled appointments and finish on the agreed allocated time. Tutor is advised to finish the tutoring on time because any extra time will be at the expense of the Tutor.** The Tutor agrees that he or she shall be solely responsible for acquiring, and shall acquire, all necessary equipment and supplies necessary or desirable to prepare and

perform the services to be performed under this agreement. Further, the Tutor shall respond to all inquiries of customers of Contractor to the best of his or her ability.

ii) It is the Tutor's responsibility to ensure that they receive all emails sent to them by Dr Ship Tutoring from any email address associated with Dr Ship Tutoring, including email addresses.

iii) If, in the reasonable judgment of Dr Ship Tutoring, there are grounds for a potential conflict with the performance of the Tutor's obligations under this Agreement, then Dr Ship Tutoring may terminate the Agreement immediately upon written notice to the Tutor; such termination of the Agreement shall be effective upon the dispatch of such notice by DR Ship Tutoring.

(b) Upon termination of the Agreement, the Tutor must cease contact with any Student whom they have contacted as a result of their Introduction as a Tutor through Dr Ship Tutoring, or any Student they have knowledge of who is a Client of Dr Ship Tutoring, for a period of 24 months. The Tutor must not communicate with any Student who approaches them unsolicited after the termination of the Agreement.

iv) The Tutor shall explain to Dr Ship Tutoring by email how they have agreed to arrange future Lessons with the Student within 7 days of the arrangement.

v) If the Student informs the Tutor that he/she wants to discontinue Lessons, or if the Tutor suspects that the Student wants to discontinue Lessons, the Tutor shall inform Dr Ship Tutoring within 48 hours of the Tutor becoming aware of such fact or suspicion.

vi) If Dr Ship Tutoring either emails or requests via the online portal an update from the Tutor relating to the Student ("Feedback", or "Update"), the Tutor shall, within 7 days, provide such an update, either by replying to the email or by providing an update using the system available on the Portal.

vii) In the event that the Student puts the Tutor in contact with a third party who wishes to undertake Lessons with the Tutor (for the purposes of this Agreement a "New Student") the Tutor must inform Dr Ship Tutoring of the existence of the New Student within 7 days. If the Tutor agrees to provide Lessons to the New Student, these Terms and Conditions shall apply to the Tutor's dealings with that New Student as they apply to the Tutor's dealings with the Student. All tutoring work that the Tutor obtains through referrals by existing Clients of Dr Ship Tutoring must be reported immediately by the Tutor to Dr Ship Tutoring.

### 2.03. Location of Services

Tutor will provide tutoring services at the student's home or other specified location as instructed by the company.

### 2.04. Payment for Services

i) The Tutor will not be paid directly by the Client. **NO cash payments** should be made between the tutor and the students/parents. Any financial queries from students should be re-directed to Dr Ship Tutoring. Dr Ship Tutoring will send an invoice to the Client, on behalf of and as agent for you (the Tutor). For the tutor services, DR Ship Tutoring agrees to pay tutor EUR\_\_\_\_\_ per hour spent tutoring students. Dr Ship Tutoring agrees to pay for tutor's services at the end of each month; unless a different agreement is made between the tutor and Dr Ship Tutoring. Payment will ONLY be made after submission of invoice and the attendance log form from the tutor.

ii) If the Tutor wishes to dispute their Balance amount or make a payment request then the Tutor shall do so via email or the online portal.

iii) If the Student or Parent is dissatisfied with the first lesson with the Tutor - given reasonable cause - the Tutor will not be remunerated for the first hour of the lesson. Dr Ship Tutoring will make every effort to ensure that there are just grounds for concerns from the Student or Named Contact before reaching this conclusion.

iv) Group Lessons: The tutor's hourly rate will increase by 10 euro for each additional student. For group lessons, there must be at least 2 students present for the tutoring session.

#### 2.05. Time Devoted to Services

In the performance by tutor of services for the benefit of Dr Ship Tutoring, the services themselves and the hours the tutor is to work on any given day will be entirely within the control of the tutor, and Dr Ship Tutoring will rely upon tutor to devote sufficient time as may be reasonably necessary to fulfill the spirit and purpose of this agreement.

#### 2.06 Lesson Cancellation

i) If the Tutor cancels a Lesson that has been arranged with the Student with less than 24 hours' notice for any reason other than an accident, illness or emergency, then the Student will be entitled to have the following Lesson, which may be up to the same duration as the Lesson that has been cancelled, at fifty percent of the lesson fee, unless the Student has agreed with the Tutor to forego this right.

ii) The Student shall be entitled to cancel or amend a Lesson that has been arranged with the Tutor without incurring a fee, where at least 24 hours' notice of such cancellation or amendment is given to the Tutor. A Lesson cancelled within 24 hours of the agreed date and time for the Lesson will incur the full fee of the booked Lesson.

### **ARTICLE III. DURATION, CANCELLATION, AND CONTINUATION**

#### 3.01 Duration and Termination

This agreement shall run for one (1) year from the date hereof. If no written notice of termination is provided by either party to the other at such party's notice address (or by email) a thirty (30) days prior to the scheduled termination of this agreement, it is agreed that this agreement will be renewed automatically for further successive terms of one year, until such written notice of termination is provided, upon the same terms and conditions or such terms and conditions as may be agreed to in writing by the parties hereto.

#### Prior Termination

3.02. **If, in Company's sole judgment**, the tutor breaches any covenant of this agreement Company shall have the right to terminate this agreement immediately, or pursue any other remedy or course of action it may deem appropriate.

3.03. Dr Ship Tutoring reserves the right to terminate the tutor's contract at any time without justification via email communications or other forms in writing/messaging.

### **ARTICLE IV. STATUS OF THE TUTOR**

## Independent Contractor

4.01. This agreement calls for the performance of the services of the tutor as an independent contractor and the tutor will not be considered an employee of Company for any purpose.

## **ARTICLE V. CONFIDENTIAL INFORMATION; COVENANT NOT TO COMPETE**

5.01. The Company possesses secret and confidential information and equipment, techniques, processes, procedures, technical data and information, and customer and client lists used or intended for utilization in its operations of which the tutor has obtained or may obtain knowledge and Company would suffer serious harm if this confidential information were disclosed or if the tutor used this information to compete against Company.

5.02. Covenants Not to Compete. The tutor agrees as follows:

*i) Tutor expressly covenants that for a period of 12 months following the signing of this agreement, or his/her employment, for any reason, she will not directly or indirectly own, manage, operate or be connected with the ownership, management, operation or control of, consult with, or be an employee for any business offering tutoring services to customers or clients of the Company. Strictly no discussion about fees matters and about this agreement will be allowed between the tutor and the student/parent without the knowledge and permission from the Company.*

*ii) Non-Disclosure of Terms. Ancillary to the agreement for confidentiality, tutor agrees to keep all terms of the tutor's Agreement and this agreement, including but not limited to information about tutor's compensation, and will not disclose any such information to any third party, specifically including any other independent contractors in a similar relationship with the Company, and any customers or clients of Company.*

iii) Purpose of Covenant Not To Compete. Company and Contractor agree and acknowledge that the above Covenant Not to Compete is entered into for the purpose of protecting Company's trade secrets from dissemination and thereby causing harm to Company's business through unfair competition.

iv) Further Consideration for Covenant Not To Compete. As further consideration for the above covenant not to compete, Company is providing tutor with certain trade secrets of Company, consisting of price sheets, customer lists, and vendor lists, contemporaneously with the signing of this agreement. Tutor acknowledges receipt of such trade secrets, and agrees that such information is sufficient consideration for her covenant not to compete.

v) Tutor has and will require special training, enhancement of skills and knowledge at Company's expense, which could be subsequently used to the detriment of Company, tutor expressly covenants that for a period of two (2) years following the termination of this agreement, or his/her employment, for any reason, she will not directly or indirectly own, manage, operate or be connected with the ownership, management, operation or control of, consult with, or be an employee for any business offering tutoring services to customers or clients of the Company in Belgium.

vi) Tutor acknowledges and agrees that he or she has carefully read and considered the provisions given in this agreement and having done so, agrees that the restrictions set forth in these paragraphs including, but not limited to, the time period of restriction and geographical area of restriction are fair and reasonable and/or reasonably necessary and required for the protection of the interests of Company.

vii) Acceptance of a Student's contact information will be taken to represent agreement to these Terms & Conditions.

viii) The Tutor is expected to make reasonable efforts to check any changes to the Terms & Conditions regularly, available at all times on the website or via email request.

#### Competent work

6.01. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by Company prior to Company's payment.

#### Likeness and Identity of Tutor

6.02. Tutor specifically grants Company the right and license to use the tutor's name and background information for advertising, marketing, and public relations purposes.

#### Representations and Warranties

6.03. Tutor shall make no representations, warranties, or commitments binding Company without Company's prior written consent.

#### Indemnification and Release

6.04. Tutor agrees to indemnify and hold harmless Company from any liability from and against any damages, claims, and expenses arising out of or resulting from work conducted by the tutor. Tutor agrees to cooperate in all actions and procedures for the avoidance of and defense of any such claims.

The tutor agrees to bear all risks and liability associated with performing his or her duties under this agreement, including but not limited to those resulting from the interaction between the tutor and Company's student customers and clients. Tutor agrees and acknowledges that the customers and clients referred to the tutor by the Company are unfamiliar individuals whose backgrounds have not been checked by the Company, and retains the right and obligation to accept or reject any tutoring opportunity presented in his or her sole judgment and discretion. Tutor further agrees to release and forever hold Company harmless from any liability, whether direct, consequential, contingent, or otherwise, for any injury or harm occurring which Contractor is performing any duties for Company under this agreement.

#### Notices

6.05. Any and all notices required or permitted to be given under this agreement will be

#### DR SHIP TUTORING INDEPENDENT CONTRACTOR AGREEMENT FOR TUTORING SERVICES

sufficient if furnished in writing and sent by email/mail to the tutor's last known residence, in the case of notice to the Contractor, or to Company's address (or via email), in the case of notice to Company.

#### Licenses, Taxes, and Fees

7.01. Tutor agrees to pay all income, sales, use, and property taxes, and all fees, licenses, and assessments imposed by any governmental authority required to be paid by either tutor or Company as a result of the services to be provided under this agreement.

The parties hereto have executed this agreement in Belgium, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DR SHIP TUTORING, FOUNDER**

\_\_\_\_\_

By: DR SHIP CHEE PENG

Email: cheepeng.ship@drshiptutoring.com

**TUTOR**

\_\_\_\_\_

Print name:

Notice Address:

Email address:

Tel no: