

STUDY HOUSE TUTORING – TERMS OF USE

Read this Service Agreement carefully before using our services and before registering with Study House Tutoring.

“You” and “Your” refer to any person(s) using any services provided through this website, including, but not limited to, tutees, parents or guardians of tutees, potential tutees, tutors or registrants.

Your use of this web site (the “Site”) constitutes your agreement with Study House Tutoring to be bound by, and to act in accordance with, these Terms of Use.

Study House Tutoring makes no warrant or guarantee of the confidentiality of any material posted through its service.

Intellectual Property Notice

You acknowledge that all content of this website and of our virtual classroom are © 2008–2009 Study House Tutoring and are the proprietary works of Study House Tutoring and/or our affiliates and/or third party providers and suppliers and are protected by local and international copyright laws.

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You expressly acknowledge, accept, and agree that any software used in connection with the services provided by Study House Tutoring contains proprietary and confidential information that is protected by applicable intellectual property and other Canadian, US and international copyright laws. Any unauthorized or prohibited use of any content of the Site may subject the offender to civil and/or criminal prosecution under Canadian federal, or (where applicable) Canadian provincial or international laws.

Services Offered

The services offered by Study House Tutoring through this Site and otherwise (the “Services”) include, but are not limited to:

1. Enabling users to connect with independent contract tutors (the “Tutors”) who provide instruction, tutoring and learning services.
2. Requiring all Tutors to pass a third-party verification service, which makes all reasonable commercial efforts to confirm the validity of Tutors’ claimed educational credentials and lack of criminal history.

Study House Tutoring does not control, and is not responsible for, the validity of the Tutors’ educational credentials.

Study House Tutoring does not control, and is not responsible for, any representation any Tutors make in regards to their criminal history or lack of criminal history.

Tutors, trainers and instructors in our database should only be contacted by tutees (students, parents, etc.). Other individuals or businesses are strictly prohibited to contact registered tutors, trainers and instructors.

You are solely responsible for all fees or costs associated with your access to and use of the Services, including telephony and for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use. Our online Services may periodically be unavailable as we perform regular maintenance and upgrades. Except in the case of an emergency we will post information about the date, time and duration (approximated to the best of our ability) of such maintenance/upgrade sessions.

Registration

You agree to provide accurate, current and complete information about yourself, as requested by the registration form, and to maintain and update that information as requested and/or if and when it changes. You understand that if your registration information is untrue, inaccurate, not current, or incomplete, or if we have grounds for

suspecting that the information is untrue, inaccurate, not current, or incomplete, that we have the right to suspend or terminate your account, and to deny you access to any or all of its services. In this instance all fees paid by you will have to be forfeited and there will be no refunds or service credits applied to your account. Further, you will be liable for any and all costs Study House Tutoring incurs as a result of your actions.

When you register as a tutor, trainer, or instructor, you understand and agree that the information you have provided is true, and you have the proper qualifications and expertise in the disciplines and subjects you have selected.

If you are under the age of 18 you MUST obtain parent/legal guardian permission to register as a tutor, trainer or instructor. You MUST also obtain parent/legal guardian permission to contact registered tutors, trainers and instructors in our database.

If you reside outside of Canada, your registration indicates your explicit consent that the personal information you have provided may be transferred and stored in countries outside your home country, including, but not limited to Canada.

Account, Password and Security

You are responsible for creating a password and account designation when registering for the Services. It is solely your responsibility to maintain the security and confidentiality of your password, account, and all activities occurring therein. Should that confidentiality or security be breached in any way, you are obligated to notify Study House Tutoring immediately. You understand further that under no circumstances is Study House Tutoring liable for any damage or loss resulting from your failure to comply with this obligation to maintain confidentiality and security, and to promptly inform us of any breach. Moreover, any damage caused to our software, Services or Site or those of our affiliated and/or third-party providers and suppliers as a result of your actions as it relates to the aforementioned security and confidentiality issues will be entirely your financial liability, including any direct or indirect costs arising from this breach.

Personal Information

We are concerned about your privacy while accessing or using the Site. Any personal information which you provide use through registration or otherwise will be maintained and used in accordance with the laws of Canada in its provinces respecting

the protection of personal information. Please see our Privacy Policy for more details.

Confidential Information

You agree to safeguard the company content, services and all other proprietary information (the “Proprietary Information”) including but not limited to preventing the unauthorized, negligent or inadvertent use or disclosure thereof. You will not, directly or indirectly, use or disclose the Proprietary Information to any person or business entity except for a limited number of your employees (provided you are our sub-contractor) on a need-to-know basis and who agree to be bound by these Terms of Use or restrictions no less binding than these Terms. You agree to promptly notify us, in writing, of any use or disclosure of Proprietary Information in violation of these Terms of Use. You acknowledge that the use or disclosure of the Proprietary Information in any manner inconsistent with these Terms of Use will cause us irreparable damage and that we will have the right to (i) equitable or injunctive relief to prevent such prohibited use or disclosure, and (ii) recover the amount of all damages (including attorneys fees and expenses) in connection with such prohibited use or disclosure.

User Content

Any materials, information, communications or content that you upload, communicate or otherwise transmit to anyone affiliated with Study House Tutoring, or post to the Site (“User Content”) will be treated as non-confidential and non-proprietary, and may be disseminated or used by us for any purpose whatsoever, including, but not limited to, quality control and professional development, as well as our developing, manufacturing, and marketing any current or future services. By uploading or otherwise making available any User Content, you automatically grant and warrant that the owner has granted to us the perpetual royalty-free, non-exclusive, world-wide right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the User Content for any purpose, and you waive any and all moral rights in the User Content.

You agree that we may record all or any part of any tutoring sessions (including voice chat communications) for quality control and other purposes. We reserve the right to review any tutoring sessions for any purpose.

Conduct

You shall not upload to, distribute through, or otherwise publish through the Site or the Services any content that you do not have the right to transmit or that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, otherwise objectionable, or that could constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law. You agree that you will not in any way: (i) interfere with the ability of others to access or use the Services; (ii) disrupt the normal flow of communication or otherwise act in a manner that negatively affects other users' ability to use the site or the Services; (iii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

You agree that you will treat the tutors with respect and not use obscenities in the classroom, make threats, or discuss matters other than those directly related to the academic subject for which you seek help. You agree that you will not disclose any information to a Tutor that could be considered personally identifiable information including your full name, address, telephone number, email address, social security number, password or any other information that could be used to identify or locate you. A violation of this agreement may lead to a suspension of your account. Similarly, 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 agree to immediately report this to us by phone and in writing.

You acknowledge that we may screen User Content, and that we shall have the right (but not the obligation), in our sole discretion, to remove any User Content, including terminating tutoring sessions. Without limiting the foregoing, we have the right to remove any User Content that violates these Terms or is otherwise objectionable. You agree and acknowledge that we may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms, respond to claims that any User Content violates the rights of third parties or protect our rights, property or personal safety or that of our users and the public.

You agree that you will not access our system or Tutors through any method that is in any way improper. For the purposes of document, improper access means any access other than following our defined procedures for creating a valid account and paying for the tutoring you receive. Examples of improper access include (but are not limited to) using any means to circumvent our registration or payment systems, hacking our system in any way, sharing your account information with a third party (regardless of whether the particular third party can be identified), logging yourself or a third party in simultaneously, or failing to log yourself out after a session and (regardless of intention) thereby allowing others to access your account. Improper access also includes using any artifice or method (such as using multiple email accounts) to avoid paying for service. This may include, but is not limited to: using multiple email accounts, using multiple "get started" promotion codes or offers, deliberately avoiding depletion of account minutes, and credit card fraud.

You are expressly forbidden from intentionally or unintentionally violating any applicable local, state, national or international law, including but not limited to regulations of the U.S. Securities and Exchange Commission, of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, the Toronto Stock Exchange, or any regulations having the force of law.

You agree to comply with all local, regional, national and international rules and policies regarding acceptable content and online conduct. You further agree to comply with all laws applicable to or regarding the transmission of technical data exported from your country of residence.

Assignment of Content

You agree that we own any and all written materials, transcripts, comments, or other written communications that you provide to us through the Site or as a result of any service offered by Study House Tutoring and that these Terms of Use shall be deemed an irrevocable assignment of all such materials, transcripts, comments or communications, each portion thereof and all intellectual property rights therein to us. Furthermore you agree to waive any and all moral rights in any and all written materials, transcripts, comments, or other written communications that you provide to us through the Site or as a result of any service offered by Study House Tutoring.

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Your access to and use of software and other materials on, or through, this Site and/or those of our affiliated and/or third-party providers and suppliers is solely at your own risk. We make no representation, warranty or covenant whatsoever about the reliability, stability or virus free nature of such software.

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WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CRIMINAL HISTORY OR LACK THEREOF OF ANY THIRD-PARTY, INCLUDING TUTORS, WHO YOU MAY CONTACT THROUGH THE SITE.

WE ARE NOT RESPONSIBLE FOR THE ACCURACY OR LEGITIMACY OF THE INFORMATION PROVIDED BY TUTORS, TRAINERS OR INSTRUCTORS THROUGH OUR SERVICES.

UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SITE OR ANY SERVICES (OR ANY PORTION THEREOF) OFFERED BY STUDY HOUSE TUTORING,

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YOU AGREE NOT TO HOLD US (OR OUR AGENTS, EMPLOYEES OR TUTORS) LIABLE FOR ANY INSTRUCTION, ADVICE OR SERVICES DELIVERED WHICH ORIGINATED THROUGH THE SITE, THROUGH ANY VERIFICATION SERVICE OR IN CONNECTION WITH THE COMPANY CONTENT, THE SERVICES OR ANY PORTION THEREOF.

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY STUDY HOUSE TUTORING.

Links to Third-Party's Websites

The Site may contain links or pointers to Internet sites maintained by third parties. We do not operate or control in any respect any information, products or services on such third-party sites. Third-party links and pointers are included solely for your convenience, and do not constitute any endorsement by use. You assume sole responsibility for use of third-party links and pointers.

Indemnification

You agree to defend, indemnify and hold harmless Study House Tutoring and its officers, directors, employees and agents, including all third parties mentioned in the Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms of Use; (b) your access to or use of the Site or any information or content posted on the Site; or (c) your use or reliance on, or publication, communication or distribution of anything on or from the website. You shall use your best efforts to cooperate with us in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Local Laws/Export Laws:

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data or privacy. Specifically, you

agree to comply with all applicable laws regarding the transmission of technical data exported from Canada and the United States or the country in which you reside. In addition, if you reside in a country which is prohibited by law, regulation, treaty or administrative act from entering into trade relations with Canada or the United States or its citizens, you may not use this Site. Such countries may include Cuba, Iran, Iraq, North Korea, Serbia, Syria and Sudan, and it is your responsibility to ensure that you comply with Canadian and U.S. laws in this regard.

Modification & Termination

We reserve the right, in our discretion, to change or modify all or part of these terms and conditions at any time, effective immediately upon publishing or posting on the Site. Changed terms will not have any retrospective effect on existing contractual arrangements made through the Site. Your continued use of the Site after any change means you have accepted the changed terms and conditions. If at any time these terms and conditions are no longer acceptable to you, you should immediately cease using any service provided by Study House Tutoring or its affiliates.

We may terminate these Terms of Use immediately without notice for any breach by you of these Terms or any of our applicable policies, as posted on the Site from time to time. Further, we may terminate the Terms of Use without notice to you by terminating your rights to use the site or any services offered by Study House Tutoring for any reason whatsoever.

However, in the event of termination of the Terms of Use, the following sections of these Terms of Use will survive: all provisions regarding ownership of intellectual property, indemnification, disclaimer of warranties and limitation of liability, the provisions of which by their nature apply after termination.

General

These Terms and any policies applicable to you posted on the site constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. All rights not expressly granted herein are expressly reserved. These Terms of Use shall inure to our benefit and to the benefit of our agents, licensors, licensees, successors, and assigns. If any provision of these Terms of Use is

found to be illegal or unenforceable, these Terms of Use will be deemed curtailed to the extent necessary to make the Terms of Use legal and enforceable and will remain, as modified, in full force and effect. Nothing in these Terms of Use shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other.

Session Cancellation Policy

If a scheduled Session must be cancelled by you, you must inform Study House Tutoring via e-mail at seema@studyhouse.vpweb.com, at least 24 hours prior to the scheduled Session time. If notification is not received by Study House Tutoring at least 24 hours in advance, you will be billed for the missed Session and no make-up Session or refund will be offered for any missed Session.

If Student is late in establishing online or telephone communication with the tutor without giving at least a 24 hour advance notice, the Session will be limited to the remainder of the scheduled time and billed as a whole Session. Study House Tutoring will NOT provide any make-up Sessions or refunds for any missed time due to Student being late to any scheduled Session, unless agreed at least 24 hours in advance by you and the Tutor.

Tutor Availability

You understand that the Student can receive online tutoring only if a Tutor is available. If a Tutor is not available for a portion of the scheduled tutoring time, you can choose to reschedule the Session or to receive a pro-rated refund in the form of a credit from Study House Tutoring to compensate for any missed Sessions due to Tutor unavailability.

Satisfaction Guarantee

While highly unlikely, we know that the possibility exists that you will have an unsatisfactory experience. If you find yourself in a session with a Tutor you do not like working with, we recommend that you immediately and politely end the session. We will then connect you to the next available tutor. A different tutor may be better able to help you.

If you do have an unsatisfactory session, please let us know about your experience so that we may investigate and hopefully improve our service. We would also like to credit your account for any minutes that may have been subtracted during an unsatisfactory session. To report an unsatisfactory session you may email us at seema@studyhouse.vpweb.com. We will then review the session and credit your account when appropriate.

Refunds for Unused Time

If you would like to cancel your account please e-mail your request to us at least two weeks before you would like to stop. We will credit your account through Paypal. Please note that for security reasons we cannot process refund requests by email or voice mail.

Mandatory Binding Arbitration

All disputes, including contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, arising out of or related to these terms and conditions or the Services (a "Dispute") must be resolved by final and binding arbitration.

A Dispute shall be adjudicated by arbitration in accordance with the provisions of the *Arbitration Act*, 1991, S.O. 1991, c. 17 and the provisions below:

1. The arbitrator shall be a member of ADR Chambers. In the event the parties do not agree on the designation of the arbitrator, the ADR Chambers shall designate an arbitrator on the basis of the first available and qualified member thereof;
2. The parties shall agree upon the procedure to be adopted by the arbitrator. In the event they fail to do so, the arbitrator shall impose such procedure as he or she deems appropriate in the circumstances having regard for the subject matter of the Dispute and the mutual intention of the parties to conduct the arbitration in an expedited and cost effective manner;
3. The award of the arbitrator shall be given in writing and shall be final

and binding upon the parties. This award shall not be subject to any appeal or judicial review whatsoever to any court, tribunal or other authority;

4. Judgment upon any award of the arbitrator may be entered in any Court having jurisdiction. A party shall be entitled to make application to any such court for judicial recognition of the award of the arbitrator or an order to enforce the award of the arbitrator, as the case may be; and
5. Any Dispute shall be governed by the law of Ontario.

Without limiting the generality of the foregoing, the parties agree that a Dispute shall not be the subject matter of any proceeding commenced in the Ontario Superior Court of Justice or other similar judicial forum in any other jurisdiction save as expressly provided for herein.