

Student/ Tutee Terms of Service

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISCLAIMER OF WARRANTY AND A LIMITATION OF LIABILITY CLAUSE.

1. WHAT IS DORKAID?

1.1 Dorkaid is a private tutor service in which university or A level students can be employed, by Dorkaid, to tutor paying students. Dorkaid tutors may tutor in any subjects in which they have received an A* themselves at GCSE level.

1.2 Tutors are employed by Dorkaid, and are therefore paid via a PAYE via a payroll system. This means that Dorkaid tutors will not be expected to declare their own earnings with her majesties revenue and customs. Similarly, Dorkaid, and its employees, hold relevant and required insurances.

1.3 Although Dorkaid do their up most to ensure both the quality and professionalism of their tutors, the inclusion of a tutor does not constitute a representation of warranty by Dorkaid that such tutor is suitable and qualified to provide the tuition which he provides. Dorkaid tutors are not advertised as professionally qualified teachers, but rather individuals who have excelled in the areas in which they will tutor and are therefore qualified to the extent in which they are able to share experience and knowledge of their own experiences in order to best replicate their own success.

2. WHAT ARE THESE TERMS OF SERVICE?

2.1 These Terms of Service set out the terms on which Dorkaid offers the Website and the Services.

2.2 Please review these Terms of Service carefully and make sure that you understand them before using the Website and/or the Services. If you do not agree to these Terms of Service, You must cease use of the Website and the Services immediately.

3. DEFINITIONS

“Services” means all those services provided through the Website by Dorkaid or all those services supplied by representatives and or employee of Dorkaid. These include the provision of the Website, the content contained therein and subsequent activity in which employees or representatives of Dorkaid actively tutor paying students.

“Sessions” means any period of time during which a Tutor is interacting with a Student.

“Student” means any user of the Tutor Services.

“Tutor Services” means all those services provided by a Tutor. These include the provision of sessions and all matters related thereto.

“Dorkaid”, “We” and “Us” means Dorkaid Limited, a limited company incorporated in England with registered number 8885273 and registered address at The old Mill, Mill Yard, Cobham Park Road, Downside, Surrey, KT1 13NE.

“Tutor” means a user of the Website who has signed up to and acknowledged the Tutor Terms of Service.

“Your” and “You” “Client” means the person accessing, downloading or using the Website and/or the Services offered by Dorkaid for the purposes of seeking tuition from a Tutor or where such person is a minor, his/her parent, guardian or any person or entity in loco parentis in respect of such minor. Where you are a parent, guardian or in loco parentis in respect of a Student, obligations herein to do something or to refrain from doing something are obligations to procure that the Student under Your control does the relevant thing or refrains from doing the relevant thing.

“Website” means any website published by Dorkaid from time to time including without limitation the website at www.dorkaid.co.uk and its subdomains, any associated social networking profiles and any applications for mobile devices published by Dorkaid from time to time.

“Employee” means any employee of Dorkaid, employed to provide tutoring services to students.

4. ACCEPTANCE OF THESE TERMS OF SERVICE

4.1 By using the Website, You accept and agree to be bound by these Terms of Service.

4.2 Dorkaid may at any time modify these Terms of Service. We will notify you of any changes to these Terms of Service either by emailing You (at the email address entered by you into the registration form on the Website) and/or by posting a notice on the Website. By continuing to use the Website after changes to these Terms of Service are made and notified to You, You agree to be bound by such changes.

4.3 You can review the most current version of our Terms of Service at any time by clicking on the "Student Terms of Service" link located at the bottom of the Website. It is Your responsibility to ensure that You are familiar with the current Terms of Service. You are advised to check the above link on a regular basis.

5. YOUR CONDUCT

5.1 You agree and undertake to: treat Your Tutor with respect and to refrain from abusive, racist, homophobic, sexist or defamatory language at all times.

5.2 Your protection and safety is of great importance to us. For this reason, if you are under the age of 18, You must always arrange to meet your Dorkaid in a safe or monitored environment in which a parent or supervising adult is present on the premises.

5.3 You undertake and agree not to attempt to, or to actually, contact any Tutor other than through the recognised process. You undertake and agree that you will only ever meet or converse with your Dorkaid tutor after an official booking has been made and payment to Dorkaid has been completed.

5.4 By downloading and/or using the Website, You agree not to:

- (a) upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website;
- (b) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardize the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website;
- (c) attempt to gain access to secured portions of the Website to which You do not possess access rights;
- (d) impersonate any other person while using the Website;
- (e) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
- (f) resell or export the software associated with the Website;
- (g) use the Website to generate unsolicited advertisements or spam;
- (h) use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website; or
- (i) interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website, including these Terms of Service.

5.5 Any breach of the obligations in this paragraph 5 will lead to the automatic and immediate termination of Your access to the Website.

6. OUR RIGHTS

6.1 In providing You with access to the Website, Dorkaid reserves the following rights, and in accessing, browsing or otherwise using the Website You grant to Dorkaid and agree that Dorkaid shall have the following rights:

- (a) the right to refuse or withdraw Your access to the Website or services in accordance with applicable laws for any reason at any time (with or without notice) if in Dorkaid's sole and absolute discretion You violate or breach any of these Terms of Service;
- (b) the right to amend or update the Website, billing methods or these Terms of Service from time to time;

(c) the right to report You to the police or other judicial body if Dorkaid believes in its sole and absolute discretion that Your conduct is or may be unlawful; and

(d) the right to remove any Tutor from the Dorkaid database of tutors and prevent any Tutor from providing the Services.

6.2 You acknowledge and agree that we may record and/or monitor some or all sessions that You undertake with a Tutor for the purposes of crime prevention and to ensure that users do not breach any provision of these Terms of Service.

7. BOOKING A SESSION

7.1 In order to undertake Sessions, You must purchase one or more Sessions through the Website. By purchasing one or more Sessions, You enter into a direct contract with Dorkaid for the provision of the Tutor Services.

7.2 The price charged for a Session includes the Fee payable to the Tutor, Dorkaid Tutors's fee for provision of the Website and any applicable VAT. You must never make any additional payment to a Tutor or provide a Tutor with your bank account, PayPal or card details.

7.3 Tutors are employees of Dorkaid.

7.4 Dorkaid does not accept any liability for any shortcomings arising from the supply of an employee, no matter how arising.

7.5 The student/ client shall pay the hourly charges for the employee of Dorkaid to Dorkaid directly. The client shall pay for all hours worked by the Dorkaid employee, and such hours supplied by the completion of a legitimate time sheet. All charges are subject to the addition of VAT at the prevailing rate if applicable. A signed time sheet is deemed as an acceptance of works carried out and by signing, the client accepts that payment for these hours is due.

7.6 All Temporary Workers supplied by Dorkaid are provided under a Contract for Service but Dorkaid (as paying agent) is responsible for the payment of wages to each Temporary Worker and the deduction and payment of all statutory contributions in respect of National Earnings Related Insurance and Schedule E Income Tax (PAYE) or any other taxes applicable to the Temporary Worker by law.

7.7 All Temporary Workers maybe supplied with a Time Sheet which either they complete and the Clients representative verifies by signing, thereby confirming the actual chargeable hours worked and that the works have been satisfactorily carried out, or that the Clients representative completes and signs (verifying the same details) prior to returning to Dorkaid or a Dorkaid employee. One copy is to be retained by the Temporary Worker.

7.8 Sessions are non refundable unless as a result of "exceptional circumstances". Dorkaid reserve the sole and absolute right to determine what is deemed as "Exceptional circumstances" and therefore deserving of a refund.

7.9 In the event that a Session is postponed or cancelled by You in accordance with clause 9.1 or otherwise by the Tutor, or if the Session cannot take place due to the occurrence of an event detailed in clause 9.3, You must notify Dorkaid within 24 hours of the scheduled time and date of such Session. Failure to notify Dorkaid may result in You being charged for such Session.

8. CANCELLATIONS AND REFUNDS

8.1 In the event that a Student wishes to cancel a Session with a Tutor, he must notify Dorkaid no less than 24 hours prior to the allotted appointment time. If less than 24 hours' notice is given, the Student will be charge the full amount for the Session.

8.2 In the event that a Student believes that the Tutor Services are not suitable, he may not receive a refund for that particular session. In very rare circumstances, in the sole and absolute discretion of Dorkaid, a Student may be permitted to receive a complimentary session.

8.3 In the event that a scheduled Session cannot take place due to any such reason that eliminates the possibility of either party attending the scheduled session, the Tutor and the Student must notify Dorkaid in order to allow Dorkaid to postpone the Session and organise the relevant Session replacement at a mutually convenient time.

8.4 Refunds are not available for any Sessions purchased by a Student.

9. QUALITY OF TUTOR SERVICES

9.1 Dorkaid is not responsible for the quality of Tutor Services or for the non-performance of Tutor Services by a Tutor.

9.2 In the event that a Student believes that a Tutor has not performed the Tutor Services, has been deficient in the performance of the Tutor Services or there is an unresolved dispute with a Tutor, the Student should contact Dorkaid who will endeavour to resolve such matter.

9.3 The Student acknowledges and agrees that the provision of Tutor Services is the sole responsibility of the Tutor and that Dorkaid is not liable for any aspect of the performance of the Tutor Services.

10. REVIEWS

10.1 You can review a Tutor with whom You have undertaken a Session. Reviews are published in the sole and absolute discretion of Dorkaid. Bigfoot Dorkaid may summarise, abbreviate and/or rephrase any review submitted by You. Dorkaid may decline to publish a review where Dorkaid considers in its sole and absolute discretion that the review is unfair, inaccurate or otherwise where there is a dispute with the Tutor. Reviews are to be sent to feedback@dorkaid.co.uk.

10.2 By writing and submitting a Review, You grant to Dorkaid an irrevocable licence to publish such review in full or abbreviated form on the Website or any other medium including without limitation its social networking profiles.

10.3 Dorkaid will never publish Your full name in connection with any review.

13. INTELLECTUAL PROPERTY

13.1 Dorkaid and/or its licensor(s) are the sole owners of the Website.

13.2 Dorkaid brand and the Website are protected by UK and International copyright and other intellectual property laws. We permit You to use the Materials for non-commercial use only and we grant You a limited license solely for that purpose. Without limitation, this means that You may not sell, license, modify, copy, distribute or transmit the Website (or any part of it) or any material provided through the Website or as part of the Services for any commercial purpose or for any other reason without Dorkaid's prior express written consent.

13.3 Materials provided by a Tutor and any concepts, models or other tutoring tools shall belong to the Tutor. The Tutor grants the Student a limited revocable licence to use such material solely for the purposes of participating in the Tutor sessions. Without limitation You may not distribute, copy, sell or otherwise use any such material without the prior written consent of the Tutor.

13.4 You are not permitted to record any Tutor session under any circumstances. Any recording of any Tutor session shall belong to Dorkaid and shall not be reproduced for any reason without the prior written consent of Dorkaid.

13.5 Any unauthorized use of the Website will result in the automatic termination of the limited license granted by us. Dorkaid reserves the right to terminate the limited license without notice at any time following an unauthorized use by You of the Website.

13.6 Dorkaid and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks or trade dress of Dorkaid. They may not be used without Dorkaid's prior express written permission.

13.7 All other trademarks not owned by Dorkaid that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Dorkaid.

14. ELECTRONIC COMMUNICATIONS

14.1 You consent to receiving electronic communications and notices from Dorkaid. You agree that any notice, agreement, disclosure or other communications that we send to You electronically will satisfy any legal communication requirements, including that such communications be in writing.

15. PRIVACY

15.1 You provide us with information when You register on the Website and/or use the Services. We may store such information and use it to improve the Services we provide through the Website. Any information that You submit or that we collect when You are using the Website is subject to Dorkaid Privacy Policy, the terms of which are hereby incorporated into these Terms of Service.

15.2 Dorkaid continually tries to keep all information secure from unauthorised access by using SSL encryption on sensitive data. However, transmission over the Internet cannot be guaranteed to be 100% secure, so any information You submit is done so at Your own risk.

15.3 Whilst we have implemented commercially reasonable technical and organisational measures to secure Your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. You acknowledge that You provide Your personal information at Your own risk.

16. NO WARRANTY & LIABILITY LIMIT

16.1 Dorkaid provides the Website "as is" and without any warranty or condition, whether express, implied or statutory. Dorkaid specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the extent permissible under the Sale of Goods Act 1979 (as amended).

16.2 Dorkaid assumes no liability or responsibility for any errors or omissions in the Website; any losses or damages arising from the use of the Website and/or the Services; or any harm to Your reputation or losses resulting from any disclosure of information about You by us as permitted in these Terms of Service. We reserve the right to deliver the Website and the Services in our sole and absolute discretion.

16.3 In no event shall Dorkaid, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to You for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Website, the Services or these Terms of Service, on any theory of liability, and whether or not advised of the possibility of damage.

16.4 Dorkaid does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of Dorkaid. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

16.5 From time to time You may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, You agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.

16.6 Dorkaid specifically excludes liability for any loss, harm, distress or damage suffered by You or any third party as a result of inaccurate information appearing on the Website.

15.8 Use of a Tutor is no guarantee of a certain result. No Tutor offers any guarantee that a Student using his services will reach a particular standard or pass any examination. By using the Website and any Tutor, You irrevocably disclaim any claim You may have against such Tutor in respect of the quality of tutoring provided by the Tutor and/or the content, format, method or other approach to any tutoring session provided by such Tutor.

17. INTERRUPTIONS AND SUSPENSION OF THE WEBSITE/ SERVICE

17.1 Dorkaid does not guarantee the uninterrupted operation and availability of the Website. From time to time, the Website may be unavailable for any number of reasons including without limitation:

- (a) the performance of scheduled maintenance including on servers and data lines;
- (b) the performance of emergency unscheduled maintenance and/or repairs including on servers and data lines;
- (c) a failure by or error in respect of any service provider including without limitation any server or data line;
- (d) an attack on the security or system integrity of the Website including any denial of service attack; and
- (e) the introduction or presence of any virus or malicious code in the pages that make up or are accessible from the Website.

17.2 For the avoidance of doubt, without prejudice to the provisions of paragraph 15, Dorkaid shall not be liable for and specifically disclaims any liability in respect of any claims, costs, losses or damages suffered as a result of any suspension or interruption to the Website howsoever caused.

18. INDEMNITY

You agree to indemnify and hold Dorkaid and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of Your breach of these Terms of Service and/or Your violation of any law or the rights of any third party.

Whilst every effort is made by Dorkaid to give satisfaction to the client by ensuring reasonable standards of skills, integrity and reliability from employees of Dorkaid, and further to provide them in accordance with client booking details, the employment business is not liable for any loss, expense, damage, or delay arising from any failure to provide any employee for all or part of the period of booking or from the negligence,

dishonesty, misconduct, or lack of skill of the employee. For avoidance of doubt, Dorkaid does not exclude liability for death or personal injury arising from its own negligence.

The client shall indemnify and keep indemnified Dorkaid against any costs, claims or liability incurred by Dorkaid arising out of any assignment or arising out of any non compliance with any statements here in and/ or as a result of any breach of these terms by the client.

19. DISPUTES

19.1 You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), the Website, Dorkaid's advertising or any related transaction between You and Dorkaid shall be governed by and construed in accordance with English law.

19.2 Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

20. TERMINATION

Dorkaid may change or discontinue the availability of the Website or any part thereof at any time without prior notice. Dorkaid reserves the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that You violate any of the Terms of Service set forth herein (with prejudice to our accumulated rights against You). In the event of any termination, You will immediately cease use of the Website.

21. GENERAL

21.1 You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), or the Website or the Services shall be governed by and construed in accordance with English law. Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

21.2 Dorkaid may change or discontinue provision of the Services or the Website at any time without prior notice. We reserve the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that You violate any of the terms of Service set forth herein (without prejudice to our accumulated rights against You). In the event of any termination, You will immediately cease use of the Services and Website.

21.3 These Terms of Service are agreed between You and us. No person shall have any rights under or connection with these Terms of Service under the Contracts (Rights of Third Parties) Act 1999.

21.4 If any court or competent authority decides that any term of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

21.5 Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

21.6 Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve You from the obligation to comply with such provision.

21.7 These Terms of Service set forth the entire understanding and agreement between You and Dorkaid with respect to the subject matter hereof.

Tutor Terms of Service:

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1. WHAT IS DORKAID?

1.1 Dorkaid is a private tutor service in which university or A level students can be employed, by Dorkaid, to tutor paying students. Dorkaid tutors may tutor in any subjects in which they have received either an A* or A grade themselves at GCSE level.

1.2 Tutors are employed by Dorkaid Ltd, and are therefore paid via a PAYE via a payroll system. This means that Dorkaid tutors will not be expected to declare their own earnings with her majesties revenue and customs. Similarly, Dorkaid Ltd, and its employees, hold relevant and required insurances.

1.3 Although Dorkaid Ltd do their up most to ensure both the quality and professionalism of their tutors, the inclusion of a tutor does not constitute a representation of warranty by Dorkaid Ltd that such tutor is suitable and qualified to provide the tuition which he provides. Dorkaid tutors are not advertised as professionally qualified teachers, but rather individuals who have excelled in the areas in which they will tutor and are therefore qualified to the extent in which they are able to share experience and knowledge of their own experiences in order to best replicate their own success.

2. WHAT ARE THESE TERMS OF SERVICE?

2.1 These Terms of Service set out the terms on which Dorkaid Ltd offers the Website and the Services.

2.2 Please review these Terms of Service carefully and make sure that you understand them before using the Website and/or the Services. If you do not agree to these Terms of Service, You must cease use of the Website and the Services immediately.

3. DEFINITIONS

“Services” means all those services provided through the Website by Dorkaid or all those services supplied by representatives and or employee of Dorkaid. These include the provision of the Website, the content contained therein and subsequent activity in which employees or representatives of Dorkaid actively tutor paying students.

“Sessions” means any period of time during which a Tutor is interacting with a Student.

“Student” means any user of the Tutor Services.

“Tutor Services” means all those services provided by a Tutor. These include the provision of sessions and all matters related thereto.

“Dorkaid”, “We” and “Us” means Dorkaid Limited, a limited company incorporated in England with registered number 8885273 and registered address at The old Mill, Mill Yard, Cobham Park Road, Downside, Surrey, KT113NE.

“Tutor” means a user of the Website who has signed up to and acknowledged the Tutor Terms of Service.

“Your” and “You” means the person accessing, downloading or using the Website and/or the Services offered by Dorkaid for the purposes of seeking tuition from a Tutor or where such person is a minor, his/her parent, guardian or any person or entity in loco parentis in respect of such minor. Where you are a parent, guardian or in loco parentis in respect of a Student, obligations herein to do something or to refrain from doing something are obligations to procure that the Student under Your control does the relevant thing or refrains from doing the relevant thing.

“Website” means any website published by Dorkaid from time to time including without limitation the website at www.dorkaid.co.uk and its subdomains, any associated social networking profiles and any applications for mobile devices published by Dorkaid from time to time.

4. ACCEPTANCE OF THESE TERMS OF SERVICE

4.1 By using the Website, You accept and agree to be bound by these Terms of Service.

4.2 Dorkaid may at any time modify these Terms of Service. We will notify You of any changes to these Terms of Service either by emailing You (at the email address entered by You into the registration form on the Website) and/or by posting a notice on the

Website. By continuing to use the Website after changes to these Terms of Service are made and notified to You, You agree to be bound by such changes.

4.3 You can review the most current version of our Terms of Service at any time by clicking on the "Student Terms of Service" link located at the bottom of the Website. It is Your responsibility to ensure that You are familiar with the current Terms of Service. You are advised to check the above link on a regular basis.

5. INFORMATION PROVIDED

5.1 In providing any information, You represent and warrant that all such information is complete, accurate and not misleading.

5.2 You further undertake to promptly update such information using the Website in the event that it changes or ceases to be complete, accurate and not misleading.

5.3 You acknowledge and agree that both Dorkaid and Students are permitted to, and may, rely on the accuracy and completeness of the information provided by You and that any inaccuracy in such information (particularly with reference to Your qualifications and educational experience) may give rise to liability on Your part.

6. DISCLOSURE AND BARRING SERVICE CHECKS

6.1 Dorkaid may in its sole and absolute discretion perform DBS checks itself or may require Tutors to provide such checks to it. By accepting these Terms of Service and/or applying to become a Tutor, You authorise Dorkaid to apply for one or more DBS checks, to disclose the results of such DBS checks to its staff and professional advisors and to record and retain any DBS check for its records during such time as You remain a Tutor and for 12 months thereafter.

6.2 You acknowledge and agree that Dorkaid may in its sole and absolute discretion perform further DBS checks on You from time to time. You undertake to promptly provide any consent and/or information required by Dorkaid to enable it to secure such DBS checks.

6.3 You acknowledge and agree that if You are accused, arrested, charged, cautioned or convicted of an offence against the person, a sexual offence or an offence against a child (each a "Relevant Offence"), such event may not be reflected on a DBS check performed on You due to such event not being disclosable, or such event not yet being recorded on the DBS' record.

6.4 You acknowledge and agree that it is not the intention of Dorkaid for You to be permitted to act as a Tutor when You have been convicted of a Relevant Offence and Dorkaid shall immediately prevent You from acting as a Tutor upon it becoming aware of any such conviction.

6.5 You further acknowledge and agree that Dorkaid may in its sole and absolute discretion prevent You from acting as a Tutor when You have been accused, arrested, charged or cautioned with a Relevant Offence.

6.6 You undertake to promptly notify Dorkaid in writing in the event that You are accused, arrested, charged, cautioned or convicted of a Relevant Offence.

7. COMPLAINTS

7.1 Although extremely unlikely, a Tutor may be accused by a Student or (in the case of a minor) a Student's parent or guardian of inappropriate behaviour towards a Student or other person. This can be extremely distressing and upsetting to the Tutor.

7.2 In order to reduce the possibility of this occurring, it is very important that You do not seek to contact, or otherwise communicate outside of the registered and organised session.

7.3 Where a Student or a Student's parent or guardian does make a complaint of inappropriate behaviour, You must contact Bigfoot Tutors immediately and must take all reasonable steps to distance Yourself from the Student. This includes not arranging or undertaking any further contact with the Student.

7.4 Dorkaid tries to deal with complaints internally so as to bring a quick conclusion to any complaint. Dorkaid deals with all complaints fairly and without prejudice. Notwithstanding the foregoing, Dorkaid will take immediate steps to enforce any breach by a Tutor of these Terms of Service.

8. YOUR CONDUCT

8.1 You agree and undertake to:

(b) treat any Student tutored by You with respect and to refrain from abusive, racist, homophobic, sexist or defamatory language at all times.

8.2 You undertake and agree never to give Your personal contact details to any Student or to request any personal contact details from any Student. This includes [Skype] (or other online chat) username, telephone number, email address, home address or Facebook (or other social networking account) username. In the event that You request any such information, Dorkaid shall be permitted in its sole and absolute discretion to block Your access employment and prevent You from acting as a Tutor and may take any such further action as it deems appropriate.

8.3 You undertake and agree not to attempt to, or to actually, contact any Student other than through the organised and arranged sessions which are to be organised and arranged by Dorkaid only.

8.4 You undertake and agree not to request or receive the bank account, PayPal or card details of any Student (or his parent or guardian). Or provide your bank account, PayPal or card details to any Student (or his parent or guardian). You acknowledge that it constitutes a material breach of these Terms of Service to attempt to circumvent Dorkaid by receiving payment from or in respect of a Student other than through payment from Dorkaid directly.

8.5 By downloading and/or using the Website, You agree not to:

- (a) upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website;
- (b) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardize the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website;
- (c) attempt to gain access to secured portions of the Website to which You do not possess access rights;
- (d) impersonate any other person while using the Website;
- (e) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
- (f) resell or export the software associated with the Website;
- (g) use the Website to generate unsolicited advertisements or spam;
- (h) use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website; or
- (i) interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website, including these Terms of Service.

8.6 Any breach of the obligations in this paragraph 5 will lead to the automatic and immediate termination of Your access to the Website.

9. OUR RIGHTS

9.1 In providing You with access to the Website, Dorkaid reserves the following rights, and in accessing, browsing or otherwise using the Website You grant to Dorkaid and agree that Dorkaid shall have the following rights:

- (a) the right to refuse or withdraw Your access to the Website or services or employment in accordance with applicable laws for any reason at any time (with or without notice) if in Dorkaid sole and absolute discretion You violate or breach any of these Terms of Service;
- (b) the right to amend or update the Website, billing methods or these Terms of Service from time to time;
- (c) the right to report You to the police or other judicial body if Dorkaid believes in its sole and absolute discretion that Your conduct is or may be unlawful; and
- (d) the right to remove any Tutor from the Website and prevent any Tutor from providing the Services.

9.2 You acknowledge and agree that we may record and/or monitor some or all sessions that You undertake with a Tutor for the purposes of crime prevention and to ensure that users do not breach any provision of these Terms of Service.

9.3 Dorkaid will store, use and disclose any recordings we make in accordance with our Privacy Policy which can be found at the bottom of the Website by following the link "Privacy Policy". As set out in the Privacy Policy, Dorkaid may disclose any recording to the police or other appropriate law enforcement agency without Your consent if Dorkaid believes in its sole and absolute discretion that You or a Tutor have broken the law.

10. YOUR STATUS/ PAYMENT

10.1 Your relationship with Dorkaid will be that of an employee of Dorkaid.

10.2 All Temporary Workers supplied by Dorkaid are provided under a Contract for Service but Dorkaid (as paying agent) is responsible for the payment of wages to each Temporary Worker and the deduction and payment of all statutory contributions in respect of National Earnings Related Insurance and Schedule E Income Tax (PAYE) or any other taxes applicable to the Temporary Worker by law.

10.3 All Temporary Workers maybe supplied with a Time Sheet which either they complete and the Clients representative verifies by signing, thereby confirming the actual chargeable hours worked and that the works have been satisfactorily carried out, or that the Clients representative completes and signs (verifying the same details) prior to returning to Dorkaid or a Dorkaid employee. One copy is to be retained by the Temporary Worker.

10.4 The student/ client shall pay the hourly charges for the employee of Dorkaid to Dorkaid directly. The client shall pay for all hours worked by the YOU, and such hours supplied by the completion of a legitimate time sheet. All charges are subject to the addition of VAT at the prevailing rate if applicable. A signed time sheet is deemed as an acceptance of works carried out and by signing, the client accepts that payment for these hours is due. You shall only be eligible for payment for any chargeable hours confirmed through supplying Dorkaid with a legitimate, signed and completed time sheet. Dorkaid reserve the sole right to determine the legitimacy of the time sheet and the legitimacy of the information specified within the time sheet before making any payment to the respective employee. Dorkaid reserves the right to withhold payment to an employee if they have reason to believe that information provided in the form of a time sheet is at all altered, untrue or misleading.

10.5 Within 14 days of the end of each calendar month, Dorkaid will pay to Your bank account (as notified to us from time to time) an amount in respect of the chargeable hours worked by you in the calendar month.

10.6 Dorkaid shall be permitted to amend the rate payable per chargeable hour from time to time by giving You no less and one calendar month's notice.

10.7 All employees supplied by Dorkaid are provided under a Contract for Service but Dorkaid (as paying agent) is responsible for the payment of wages to each employee and

the deduction and payment of all statutory contributions in respect of National Earnings Related Insurance and Schedule E Income Tax (PAYE) or any other taxes applicable to the Temporary Worker by law.

11. BOOKING A SESSION

11.1 When a Student has completed his/her Free Trial, he/she may wish to undertake further sessions with You.

11.2 In order to undertake further Sessions, the Student must specify your name when booking their next session and never by organised directly with You.

11.3 The price charged for a Session includes the Fee payable to You, Dorkaid's fee for provision of the Website, any administrative fees and any applicable VAT.

12.5 In the event that You wish to discontinue or cancel any Session. In such circumstances, we may in our sole and absolute discretion refund the Student for any uncompleted Sessions or allocate the Student to another Tutor.

13. CANCELLATIONS AND REFUNDS

12.1 In the event that a Student wishes to cancel a Session with You, he must notify Dorkaid no less than 24 hours prior to the allotted appointment time, and Dorkaid will notify you. If longer than 24 hours is given, Dorkaid takes no responsibility for loss of earnings and you will not be entitled to any payment. If less than 24 hours' notice is given, the Student will be charge the full amount for the Session.

12.2 In the event that You wish to cancel a Session, You must notify Dorkaid no less than 24 hours prior to the allotted appointment time. If less than 24 hours' notice is given, You will be required to provide the rescheduled Tutor Session for free.

12.3 In the event that a Student believes that the Tutor Services are not suitable, he may not cancel any Sessions. In very rare circumstances, in the sole and absolute discretion of Dorkaid, he may be permitted to receive a refund.

12.4 In the event that a scheduled Session cannot take place due to any such reason that eliminates the possibility of either party attending the scheduled session, the Tutor and the Student must notify Dorkaid in order to allow Dorkaid to postpone the Session and organise the relevant Session replacement at a mutually convenient time.

13. REVIEWS

13.1 A Student can review You when he/she has undertaken a Session with You. Reviews are published in the sole and absolute discretion of Dorkaid. Dorkaid may summarise, abbreviate and/or rephrase any review submitted by a Student. Dorkaid may decline to publish a review where Dorkaid considers in its sole and absolute discretion that the review is unfair, inaccurate or otherwise where there is a dispute with You.

13.2 By performing Tutor Services You permit to Dorkaid to publish any review submitted by a Student about You in full or abbreviated form on the Website or any other medium including without limitation its social networking profiles.

14. INTELLECTUAL PROPERTY

14.1 Dorkaid and/or its licensor(s) are the sole owners of the Website.

14.2 Dorkaid brand and the Website are protected by UK and International copyright and other intellectual property laws. We permit You to use the Materials for non-commercial use only and we grant You a limited license solely for that purpose. Without limitation, this means that You may not sell, license, modify, copy, distribute or transmit the Website (or any part of it) or any material provided through the Website or as part of the Services for any commercial purpose or for any other reason without Dorkaid's prior express written consent.

14.3 Materials provided by a Tutor and any concepts, models or other tutoring tools shall belong to the Tutor. The Tutor grants the Student a limited revocable licence to use such material solely for the purposes of participating in the Tutor sessions. Without limitation You may not distribute, copy, sell or otherwise use any such material without the prior written consent of the Tutor.

14.4 You are not permitted to record any Tutor session under any circumstances. Any recording of any Tutor session shall belong to Dorkaid and shall not be reproduced for any reason without the prior written consent of Dorkaid.

14.5 Any unauthorized use of the Website will result in the automatic termination of the limited license granted by us. Dorkaid reserves the right to terminate the limited license without notice at any time following an unauthorized use by You of the Website.

14.6 Dorkaid and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks or trade dress of Dorkaid. They may not be used without Dorkaid's prior express written permission.

14.7 All other trademarks not owned by Dorkaid that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Dorkaid.

15. ELECTRONIC COMMUNICATIONS

15.1 You consent to receiving electronic communications and notices from Dorkaid. You agree that any notice, agreement, disclosure or other communications that we send to You electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. PRIVACY

16.1 You provide us with information when You register on the Website and/or use the Services. We may store such information and use it to improve the Services we provide

through the Website. Any information that You submit or that we collect when You are using the Website is subject to Dorkaid's Privacy Policy, the terms of which are hereby incorporated into these Terms of Service.

16.2 Dorkaid continually tries to keep all information secure from unauthorised access by using SSL encryption on sensitive data. However, transmission over the Internet cannot be guaranteed to be 100% secure, so any information You submit is done so at Your own risk.

16.3 Whilst we have implemented commercially reasonable technical and organisational measures to secure Your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. You acknowledge that You provide Your personal information at Your own risk.

17. NO WARRANTY AND LIABILITY LIMIT

17.1 Dorkaid provides the Website "as is" and without any warranty or condition, whether express, implied or statutory. Dorkaid specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the extent permissible under the Sale of Goods Act 1979 (as amended).

17.2 Dorkaid assumes no liability or responsibility for any errors or omissions in the Website; any losses or damages arising from the use of the Website and/or the Services; or any harm to Your reputation or losses resulting from any disclosure of information about You by us as permitted in these Terms of Service. We reserve the right to deliver the Website and the Services in our sole and absolute discretion.

17.3 Dorkaid is not responsible for the attendance of Students at Tutor Sessions.

17.4 In no event shall Dorkaid, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to You for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Website, the Services or these Terms of Service, on any theory of liability, and whether or not advised of the possibility of damage.

17.5 Dorkaid does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of Dorkaid. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

17.6 From time to time You may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, You agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.

17.7 Dorkaid specifically excludes liability for any loss, harm, distress or damage suffered by You or any third party as a result of inaccurate information appearing on the Website.

18. INTERRUPTIONS AND SUSPENSION OF THE WEBSITE

18.1 Dorkaid does not guarantee the uninterrupted operation and availability of the Website. From time to time, the Website may be unavailable for any number of reasons including without limitation:

- (a) the performance of scheduled maintenance including on servers and data lines;
- (b) the performance of emergency unscheduled maintenance and/or repairs including on servers and data lines;
- (c) a failure by or error in respect of any service provider including without limitation any server or data line;
- (d) an attack on the security or system integrity of the Website including any denial of service attack; and
- (e) the introduction or presence of any virus or malicious code in the pages that make up or are accessible from the Website.

18.2 For the avoidance of doubt, without prejudice to the provisions of paragraph 19, Dorkaid shall not be liable for and specifically disclaims any liability in respect of any claims, costs, losses or damages suffered as a result of any suspension or interruption to the Website howsoever caused.

19. INDEMNITY

You agree to indemnify and hold Dorkaid and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of Your breach of these Terms of Service and/or Your violation of any law or the rights of any third party.

20. DISPUTES

20.1 You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), the Website, Dorkaid's advertising or any related transaction between You and Dorkaid shall be governed by and construed in accordance with English law.

20.2 Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

21. TERMINATION

Dorkaid may change or discontinue the availability of the Website or any part thereof at any time without prior notice. Dorkaid reserves the right to terminate these Terms of

Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that You violate any of the Terms of Service set forth herein (with prejudice to our accumulated rights against You). In the event of any termination, You will immediately cease use of the Website.

22. GENERAL

22.1 You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), or the Website or the Services shall be governed by and construed in accordance with English law. Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

22.2 Dorkaid may change or discontinue provision of the Services or the Website at any time without prior notice. We reserve the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that You violate any of the terms of Service set forth herein (without prejudice to our accumulated rights against You). In the event of any termination, You will immediately cease use of the Services and Website.

22.3 These Terms of Service are agreed between You and us. No person shall have any rights under or connection with these Terms of Service under the Contracts (Rights of Third Parties) Act 1999.

22.4 If any court or competent authority decides that any term of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

22.5 Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

22.6 Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve You from the obligation to comply with such provision.

22.7 These Terms of Service set forth the entire understanding and agreement between You and Dorkaid with respect to the subject matter hereof.