

## **User Terms and Conditions**

This sets out the Terms and Conditions (“T&C”) of your enrolment with YouTutor (“YouTutor” or “We”).

To enter this agreement, you must be at least 13 years old. If you are under 13 years of age, you will need one of your parents/legal guardians to enter this agreement on your behalf. In that case, both you and your parents/legal guardians will need to ensure compliance with the T&C. Following, “you” and “your” will then refer to both you and, where applicable, your parents/legal guardians.

### **Our commitment to you:**

We’ll always do our best to fulfil your needs and meet your expectations. It’s important to have things clarified so that we both know who is responsible for what, when and how.

We like to keep things simple. We have no desire to get you to commit to anything you really don’t want or need. We want what is best for both of us, now and in the future.

If you publish a course on the YouTutor platform, you must also agree to the Teacher Terms.

### **We will:**

- Provide you with an online learning platform that you can select the live online courses to meet your learning objectives
- Maintain the confidential nature of your personal information, academic performance and use of the YouTutor platform, subject to your consent below.
- Show you the online tuition fees charged by YouTutor for its services. You are under no obligation to join the classes every month and you may terminate the tuition before the billing date. If you cancel your tuition, you will lose all the access of the course.

## **1.0 Account**

1.1 You need an account for most activities on our platform. Keep your password somewhere safe, because you’re responsible for all activity associated with your account.

1.2 When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address, and valid contact number.

1.3 You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission.

1.4 You may not transfer your account to someone else or use someone else’s account or share your account login credentials with anyone else.

1.5 You are responsible for what happens with your account and YouTutor will not intervene in disputes between students or tutors who have shared account login credentials.

1.6 If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account.

1.7 Only communicate with your YouTutor's tutor through the YouTutor learning platform and communication systems.

## **2.0 Content Enrollment**

2.1 When you enroll in a course, whether it's free or paid content, you does not have any right to resell the content in any manner (including by sharing account information with a purchaser or illegally downloading the content and sharing it on torrent sites).

2.2 If we discover that you have created an account that violates our rules, we will terminate your account and reserve the right to take legal action.

2.2 We reserve the right to revoke the licence to access and use the content in our YouTutor website for legal or policy reasons at any time and at our sole discretion, such as if we no longer have the right to offer the content.

2.7 We generally grant you one (1) year access right , except when we must disable the content because of legal or policy reasons or for enrollments via Subscription Plans.

## **3.0 Payments, Credits, and Cancellation**

3.1 When you make a payment, you agree to use a valid payment method via YouTutor website.

3.2 You agree to make payment 3 working days before the enrolled class date begin.

3.1 You agree to pay the fees for content that you purchase, and you authorize YouTutor to charge your debit or credit card or process other means of payment (such as direct debit, or mobile wallet) for those Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account.

3.2 YouTutor works with payment service providers to offer you the most convenient payment methods in your country and to keep your payment information secure. We may update your payment methods using information provided by our payment service providers

3.3 When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the content you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any content for which we have not received adequate payment.

3.4 YouTutor reserve the right to change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided.

3.5 YouTutor will provide you with prior notice and an opportunity to terminate the Service if YouTutor changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees.

3.6 You may cancel your subscription of classes at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term.

3.7 YouTutor does not offer refunds or credits for unused enrollment periods, accidental enrollment, medical conditions, personal issues or any similar reason or event.

#### **4.0 Gift and Promotional Codes**

4.1 YouTutor or our tutors may offer gift and promotional codes to students. Promotional codes may be redeemed for gift or promotional credits applied to your YouTutor account, which then may be used to purchase eligible content on our platform, subject to the terms included with your codes.

4.2 We occasionally run promotions and sales for our content, during which certain content is available at discounted prices for a set period of time.

4.3 In some instances, the price of content offered on the YouTutor website may not be exactly the same as the price offered on our social media, due to mobile platform providers' pricing systems and their policies around implementing sales and promotions.

4.4 Gift and promotional codes offered by YouTutor may not be refunded for cash.

#### **5.0 Content and Behavior Rules**

5.1 You need access to a computer with the latest version of the browser, a camera and microphone, and reasonable internet access.

5.2 You required to attend the class for the course that you have enrolled. No refund for failure to attend and/or not terminate the tuition.

5.3 You required and agreed to turn on the camera during the tuition session.

2.5 Be noted that the time and date can be changed by your tutor and the specific changes of class will be published on the YouTutor website.

2.6 From time to time, be assigned additional work ("Homework") to be completed and you agree to use your best endeavors to complete this Homework as requested by your tutor.

#### **6.0 Copyright**

6.1 You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights.

6.2 You also don't have any right to resell the content in any manner including by sharing account information with a purchaser or illegally downloading the content and sharing it on torrent sites

6.3 YouTutor may restrict or terminate your permission to use our platform and Services or ban your account at any time, with or without notice, for any or no reason, to any User who is alleged to infringe another party's copyright.

6.4 Upon any such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services.

6.5 You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

## **7.0 Disclaimers**

7.1 YouTutor do not hire or employ tutors nor are we responsible or liable for any interactions involved between tutors and students.

7.2 YouTutor are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of tutors or students.

7.3 YouTutor does not guarantee that use of the service will lead to an improvement in academic performance or results.

7.4 To the full extent permitted by law, you will hold YouTutor blameless for any act or omission relating to the Service and you will indemnify YouTutor from any dispute, action, claim or proceedings relating to the provision of the service to you.

## **8.0 What happens if things don't go according to plan?**

8.1 You accept that you will not have any recourse against us in any of these types of cases where things don't work out right such as our platform is down, either for planned maintenance or because something goes down with the site or encounter security issues.

8.2 If time is lost during one of your classes due to technical issues with the YouTutor learning platform, YouTutor will compensate you for the loss of time by rescheduling a class to another date and time that is agreed by majority of the students in the class

8.3 You can always refer to the video recording of the class to make up for such loss.

8.4 If a tutor cancels a class or resign, YouTutor will try to provide you with another tutor with similar qualifications and experience.

8.5 The results of using YouTutor's services may vary and depend upon a range of factors including for reasons that are personal to you, you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. I

8.6 We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

## **9.0 Updating these terms**

9.1 These T&C can only be varied by agreement between you and YouTutor in writing.

9.2 YouTutor reserves the right in its sole discretion to modify and/or make changes to these Terms at any time within its absolute discretion, vary the policies, procedures and website information.

9.3 If these T&C are accepted, the resultant agreement and any dispute arising in relation to it are governed by the law of the Malaysia.

9.4 Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

## **10.0 Contact Us**

The best way to get in touch with us is to contact our Support Team at [support@yoututor.my](mailto:support@yoututor.my) .

We'd love to hear your questions, concerns, and feedback about our Services.