

# Terms & Conditions

## 1) General

1.1 This agreement contains the entire understanding and agreement between the User and Platute Pty Limited with respect to its subject matter.

1.2 These are the terms and conditions referred to in the “Platute” application.

1.3 These standard terms and conditions apply to all users of the “Platute” application when they use the “Platute” application for any purpose.

## 2) Definitions and Interpretation

2.1 In these standard conditions:

“Platute” refers to any applications, websites or products under the brand name Platute, which refers to the company of Platute Pty Limited

Property includes any type of right, interest or thing which is legally capable of being owned.

2.2 Headings are not part of these standard conditions

2.3 Subject to the laws of New South Wales, these standard conditions will prevail in any conflict between them and the terms of offer and acceptance by the tutor or tutee.

## 3) Scope of Platute services

3.1 The “Platute” application is a platform that allows users to publish tutoring offers or requests

3.2 Tutors or tutees may make a counteroffer in response to an offer by another user. Some parts of the offer detail may be made publically available to users and non-users.

3.3 Platute reserves the right to cancel or alter any offers made by users, prior to their acceptance.

3.4 If a tutor accepts a tutees offer on the “Platute” Application, a tutoring contract is created between the tutor and tutee.

3.5 At the start of a tutoring session, the tutor must show the session's QR code to the tuteea and the tutee must scan the QR code at the start of the session. Platute have the right to not pay the tutor if the QR Code is not scanned by the student.

3.6 Upon the creation of the tutoring contract, Platute has rendered a service to the users and consequently the service fee is due and payable.

3.7 Once the tutoring contract is created the tutor and tutee may alter the details of the contract.

3.8 The tutor must provide the service required under the contract to the best of their abilities.

3.9 The use of the Platute platform outside of tutoring sessions is free of charge.

## 4) User Roles and Obligations

4.1 At all times a user must:

- Comply with this agreement and all applicable laws and regulations
- Post accurate information on the “Platute” Application
- Promptly, efficiently and skillfully perform obligations to other users under a tutoring contract.
- Ensure that you are aware of any laws that apply to you as a tutor or tutee or in relation to using the Platute application.

- 4.2 Users agree to use any content on Platute for any commercial purpose
- 4.3 Users agree to not use Platute for any illegal or immoral purpose
- 4.4 Users agree to maintain control of their accounts at all times and to not sell or transfer their account to any other person or entity.
- 4.5 Users grant Platute an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content or information posted on the “Platute” application. Users agree to allow Platute to use the information to promote their services.
- 4.6 Users agree to not post information on the “Platute” application that could potentially cause harm to Platute or any other person.
- 4.7 Users agree not to post any offers that could potentially be misleading, deceptive or fraudulent.
- 4.8 Users grant Platute the total, payment-free right to use their real-time location to assist other users in obtaining their services.
- 4.9 All tutors are required to have a right to provide services under a contract and to work in Australia. Tutors must comply with with tax and regulatory obligations
- 4.10 If Platute determines at its sole discretion that you have breached any obligation under this clause, it reserves the right to remove any of your content and cancel/suspend your account.
- 4.11 Users agree not to share contact details, e.g. phone number, email, or any other form of communication and agree to communicate within the Platute infrastructures only.
- 4.12 Tutors who share contact details on first offence accept risk of Platute doubling its commission to 32% and upon second offence risk termination from the platform.
- 4.13 Students agree to waive their right to customer service and assistance from Platute regarding any issues upon breach of clause 4.11 communication terms.
- 4.14 Students agree not to request tutors to sit their academic exams or any other likewise assessment run by external institutions, and accept Platute’s right to terminate their account from the platform upon discovery of the same.
- 4.15 The tutor must not, without Platute’s explicit written permission, subcontract the whole or any part of the tutoring agreement with a tutee.

#### **5) Platute roles and obligations**

- 5.1 Platute role is only to provide the “Platute” platform, which enables users to offer or request tutoring services from other users
- 5.2 Platute only permits individuals over 18 years of age to become users.
- 5.3 Users must be natural persons not business entities
- 5.4 Platute retains the absolute discretion to refuse to allow any person to register or to suspend or terminate any account
- 5.5 Platute accepts no responsibility for any aspect of user to user interactions
- 5.6 Platute accepts no liability and makes no warranty as to the truth of any information provided by users
- 5.7 Except for liability in relation to a non-excludable condition, the Platute service is without warranty or condition, express or implied.
- 5.8 Platute has no obligation to any user to assist them or involve itself in any disagreement between users. Despite this Platute retains the right to use reasonable methods to resolve such a dispute.

## **6) Indemnity and Insurance**

6.1 The tutor indemnifies Platute, all its employees, all its subsidiaries and all its agents against all loss, damage, injury or expense Platute may sustain or incur, directly or indirectly, as a result of any breach of this contract.

6.2 Platute may take out insurance itself and that insurance at Platute's option extends to some types of cover to users of the "Platute" application. Platute reserves the right to change the terms of its insurance policies with the third party insurance providers at any time. A summary of these policies are available from the "Platute" Website. Users are fully responsible for familiarising themselves with these details.

6.3 If an insurance claim is made by Platute regarding a tutoring service provided by Platute user on the Platute Application then Platute retains the absolute right to claim all excess payments from the at fault user/s.

6.4 If Platute settles, out of court, an issue and this issue is not covered by any of Platute's insurance policies then Platute retains the absolute right to recover the total amount of damages from the party at fault . This amount may be offset against future money it may owe that party.

## **7) Payment- Tutors**

7.1 Upon the creation of a Tutoring contract, the tutor owes Platute the Service Fee of 16% of the revenue and agrees to absorb the customer's bank transaction fees associated with a booking. The Service Fee will automatically be deducted from the agreed price.

7.2 Platute may offset any fees against any funds or payments owed to a user of "Platute".

7.3 Platute retains the right to introduce new fees or change the present fee structure. Platute endeavours to notify users of relevant changes.

7.4 Tutors are permitted to cancel the session at any time, although agreeing to incur transaction fees.

## **8) Payment- Students**

8.1 Students will only be charged upon acceptance of their booking request by a tutor, and will not be charged for pending booking cancellations.

8.2 Students will not be refunded for time lost if they are absent or late to a session

8.3 Students will receive a full refund if a tutor is absent from a session.

8.4 Upon the creation of a Tutoring contract, students owe the tutor the amount agreed to in the Platute Application. The fee will automatically be deducted from the tutee's selected payment method using the details provided.

8.5 Platute may restrict a user's account until all fees have been paid.

8.6 To receive a full refund, a student must cancel before or within 15 minutes of the tutor accepting the booking request. If the student cancels more than 72 hours before the session is due to start, they will receive a 90% refund of the total price. If the student cancels within 72 hours of the session starting they will receive a 60% refund of the total price. If the student is absent for the scheduled session, there will be no refund.

8.7 If the tutor ends a session early, the student will receive a refund for the proportion of the session not completed. However, no refund will be afforded to students who end a session early.

## **9) Price**

9.1 The contract price for tutoring includes:

- All taxes, duties and other imposts for which the contractor is liable
- All insurance costs
- All charges for the performance of the tutoring service
- All amounts payable for the use of intellectual property rights

9.2 Tutors are not permitted to charge tutees any fee that is in addition to the agreement price on the "Platute" application.

9.3 Tutors are fully responsible for ensuring that all taxes, duties and other imposts that apply to their service are paid in accordance with the laws of New South Wales.

## **10) Agents**

10.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this agreement.

10.2 Users have no authority to bind Platute or its related entities in any way whatsoever.

## **11) Variation**

11.1 This contract can only be varied by a written agreement between the Platute and the user.

11.2 Platute is not required to take into consideration special considerations or contextual events when deciding whether to vary this contract.

## **12) Termination**

12.1 Either you or Platute may terminate your account and this agreement at any time for any reason.

12.2 Termination of this agreement does not affect any tutoring contracts that have been formed between "Platute" users. If you have entered a tutoring contract you must comply with the terms and conditions of that tutoring contract including providing the tutoring services or paying the agreed price.

12.3 The sections of the agreement on payment, limitation of liability and indemnity and insurance will survive the termination or expiration of this agreement.

12.4 If your account is terminated for any reason you cannot without Platute's consent create further accounts. Platute reserves the right to terminate any other accounts you operate.

## **13) Limitation of Liability**

13.1 To the extent permitted by law, Platute disclaims all liability for any loss or damage or any kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed arising or in any way connected to transactions between users. This term does not apply to the breach of non-excludable conditions.

13.2 To the extent permitted by law, Platute disclaims all liability for any loss or damage or any kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed arising or in any way connected to transactions between users that results in consequential loss. This term does not apply to the breach of non-excludable conditions.

13.3 Where there is a non-excludable liability, the liability of Platute is limited to the sum total of payments made by the relevant user/s during the 12 month period prior to the loss or damage.

13.4 Providing a replacement service for a user is not an admission of liability by Platute.

#### **14) Privacy**

14.1 All users consent to and authorise the use of their personal information in accordance with the "Platute" privacy policy (available on our website)

14.2 This privacy policy can be updated at any time without notice

14.3 Platute endeavours but in no way guarantees to keep users details anonymous to non-users.

#### **15) Special Conditions**

15.1 This contract applies to any special conditions conferred in any transaction. If there are any inconsistencies between the terms of a special condition and the terms of this standard contract, the standard contract, to the extent of the inconsistency will prevail.

#### **16) Warranty**

16.1 The tutor must meet all costs of, and incidental to, the discharge of warranty obligations, including travel, time and material costs.

#### **17) Applicable Law**

17.1 This contract will be governed by and construed in accordance with the laws in force in the State of New South Wales

17.2 Platute and all users agree to submit to the exclusive jurisdiction of the courts of the State of New South Wales.