

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, SIGNING IN / REGISTERING ON THIS SITE**

YOU MUST READ ALL OF THE AGREEMENT BEFORE YOU HAVE OUR CONSENT TO USE TUBORIAL.COM

THIS AGREEMENT COVERS ALL FORMS OF USAGE OF TUBORIAL.COM.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT USE OUR SITE.

**If you require a hard copy or Braille copy\* of this Agreement please send an enquiry to [info@tuborial.com](mailto:info@tuborial.com)**

\*Reasonable administrative and/or postal fees may apply.

### **TUBORIAL USER AGREEMENT**

-

**Who we are and how to contact us.**

-

[www.Tuborial.com](http://www.Tuborial.com) is a site operated by Rewise Learning Limited. The Company is registered in England and Wales under Company Number 06539018 and have our registered office at 79 Newton Rd, Mumbles SA34BN.

If you need to contact us please send an email [info@tuborial.com](mailto:info@tuborial.com).

**WHAT IS CONTAINED WITHIN THIS AGREEMENT?**

This Agreement the Terms and Conditions for using the Website.

Click on the links below to go straight to more information on each area:

1. Definitions and Meanings.
2. Privacy Policy
3. General Provisions.
  - We May Make Changes to the User Agreement and the Website.
  - By using our site you accept these terms.
  - There are other terms that may apply to you.
  - We may make changes to our site.
  - We may suspend or withdraw our site.
  - You must keep your account details safe.
  - How you may use material on our site.
  - You may end this agreement at any time.
  - Do not rely on information on our site.
  - We are not responsible for websites we link to.
  - User-generated content is not approved by us.
  - Our responsibility for loss or damage suffered by you.
  - Exclusion of liability for digital content.
  - How we may use your personal information.
  - Uploading content to our site.
  - Rights you are giving us to use material you upload.
  - We are not responsible for viruses and you must not introduce them.
  - Rules about linking to our site.
  - Which country's laws apply to any disputes?
  - Our trade marks are registered.
  - Cookies Policy.
4. Terms and Conditions for the Supply of Goods, Services and Digital Content
5. Acceptable Use Policy
6. Equal Opportunities Policy

## 1. DEFINITIONS

**NOTE:** The meanings described below are offered for the avoidance of doubt in case of any dispute arising from use of the Website and in order to help the reader better understand the entire Agreement.

In no circumstance may any party claim divisive, creative, deceptive or unrealistic meanings and interpretations for these words to the detriment of the Company or any of its affiliates, partners, employees or other Third-Parties.

We reserve the right at any time to add or remove, change, or re-interpret these meanings in any manner, as and when We consider it reasonable to do so.

### **Word Meaning / Definition**

“Associated Party”

The person or entity on who’s behalf a representative is using the Website at any given time.

“Company”

Rewise Limited (also referred to as Rewise Ltd), a company registered in England and Wales with Company Number 06539018

“We, Us, or Our”

www.Tuborial.com and by reference Rewise Learning Ltd (Rewise Learning Ltd is the sole Owner of [www.Tuborial.com](http://www.Tuborial.com)).

“Website”

www.Tuborial.com

“User”

Any natural or legal person or entity, including but not limited to companies, local or national authorities and any other organisations which enter and/or use the Website.

“You, Your or Visitor”

The User of the Website.

“Agreement”

The entire User Agreement including the Acceptable Use Policy Privacy Policy, Copyright Policy, Data Protection Policy and Equal Opportunities Policy or any other document or text included by reference.

“Third Party”

Any third-party Individual, Company, Corporation, or Organisation which becomes in any way involved with the Company, the Website or any User.

“Terms”

The Terms and Conditions contained within the entire Agreement.

“Content”

All content displayed on the Website, including but not limited to: audio, visual, brand names, trademarks, advertisements or internal links and banners.

“White-Label content”

Proprietary content, including but not limited to videos and audio tracks produced by the Company for display or dissemination on the Website or via other means.

“Course Creator content”

Any content which has been provided to the Company by a User under absolute licence to display on the Website or use at our discretion.

“Copyright Holder”

The individual, company or other party who legally owns the Intellectual Property Rights of audio or visual material referred of the material referred to in the text.

“Other Agreements”

Any other contracts, undertakings, promises or agreements between the Company and the User or between a Third Party and the Company which may compliment or conflict with this User Agreement.

The ‘Profit Share ’

A percentage split of the revenue received as a result of each delivered course, after applicable costs have been deducted

## 2. PRIVACY POLICY

### • PURPOSE OF THIS PRIVACY POLICY

This Privacy Policy aims to give you information on how the Website collects and processes your personal data through your use of this Website, including any data you may provide through this Website when you use the Website in any way, manner or form.

The use of Tuborial by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they read our Privacy and Data Policy in full before giving consent. We advise parents who permit their children to use Tuborial to communicate with their children about their safety online.

It is important that you read this Privacy Policy together with any other Privacy Policy We may provide on specific occasions when collecting or processing personal data about you so that you are fully aware of how and why that data is being used. This Privacy Policy supplements other notices and privacy policies and is not intended to override them.

### 2.2 DATA CONTROLLER AND DATA PROTECTION OFFICER

Rewise Learning Ltd is the controller and responsible for your personal data.

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

### 2.3 CONTACT DETAILS

If you have any questions about this privacy policy or our privacy practices, please contact our DPO in the following ways:

Full name of legal entity: Mr. Stuart Williams

Email address: [stu@rewiselearning.co.uk](mailto:stu@rewiselearning.co.uk)

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

## 2.4 CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

We keep our Privacy Policy under regular review. This version was last updated on **12<sup>th</sup> Oct 2020**

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

## 2.5 THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website or use third-party websites, we encourage you to read the privacy policy of every website you visit.

## 2.6 THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this Website.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you use our website, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences

## 2.7 IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

## 2.8 HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you, including through:

- **Direct interactions.** You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - pay for products and services;
  - create an account on our website;
  - subscribe to our service or publications;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey; or
  - give us feedback or contact us.
- **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our Cookie Policy and how to opt-out <http://optout.networkadvertising.org/?c=1#!%2F> for further details on how You can manage cookies.

- **Third parties or publicly available sources.** We will receive personal data about you from various third parties [and public sources] as set out below:
- Technical Data from the following parties:

**(a)** analytics providers

providers inside or outside the EU.

- Contact, Financial and Transaction Data from providers of technical, payment and delivery services inside **OR** outside the EU.
- Identity and Contact Data from data brokers or aggregators inside or outside the EU.
- Identity and Contact Data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

## **2.9 HOW WE USE YOUR PERSONAL DATA**

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Click [here](#) to find out more about the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data. However, You will have the right to opt-out of marketing communications at any time by contacting us via email or telephone.

## **2.10 PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA**

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.



Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including:	(a) Identity (b) Contact	(a) Performance of a contract with you
(a) Manage payments, fees and charges	(c) Financial	(b) Necessary for our legitimate interests
(b) Collect and recover money owed to us	(d) Transaction	(to recover debts due to us)
To manage our relationship with you which will include:	(e) Marketing and Communications	(a) Performance of a contract with you
(a) Notifying you about changes to our terms or privacy policy	(a) Identity	(b) Necessary to comply with a legal obligation
(b) Asking you to leave a review or take a survey	(b) Contact	(c) Necessary for our legitimate interests
To enable you to partake in a prize draw, competition or complete a survey	(c) Profile	(to keep our records updated and to study how customers use our products/services)
	(d) Marketing and Communications	
	(a) Identity	(a) Performance of a contract with you
	(b) Contact	(b) Necessary for our legitimate interests
	(c) Profile	(to study how customers use our products/services, to develop them and grow our business)
	(d) Usage	
	(e) Marketing and Communications	

To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)

- (a) Identity
- (b) Contact
- (c) Technical

(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)

(b) Necessary to comply with a legal obligation

To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you

- (a) Identity
- (b) Contact
- (c) Profile
- (d) Usage
- (e) Marketing and Communications
- (f) Technical

Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)

To use data analytics to improve our website, products/services, marketing, customer relationships and experiences

- (a) Technical
- (b) Usage

Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

To make suggestions and recommendations to you about goods or services that may be of interest to you

- (a) Identity
- (b) Contact
- (c) Technical
- (d) Usage
- (e) Profile
- (f) Marketing and Communications

Necessary for our legitimate interests (to develop our products/services and grow our business)

## **2.11 PROMOTIONAL OFFERS FROM US**

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you.

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us and you have not opted out of receiving that marketing.

## **2.12 THIRD-PARTY MARKETING**

By agreeing to the Terms of the Agreement you are opting to receive marketing messages and thereby giving consent for us to share your personal data with any third party for marketing purposes.

## **2.13 OPTING OUT**

You can ask us or third parties to stop sending you marketing messages at any time by contacting us with the email title “OPT OUT MARKETING” at any time by email at the following email address [info@tuborial.com](mailto:info@tuborial.com).

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other relevant transactions.

## **2.14 COOKIES**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this Website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy or click this link <http://optout.networkadvertising.org/?c=1#!%2F> for help on how to manage cookies.

## **2.15 CHANGE OF PURPOSE**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us by email.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **2.16 DISCLOSURES OF YOUR PERSONAL DATA**

We may share your personal data with the parties set out below for the purposes set out in the table above at 2.10.

We strive to ensure that all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own private purposes and only permit them to process your personal data for specified purposes and in accordance with our policies and where relevant our specific instruction.

## **2.17 INTERNATIONAL TRANSFERS**

Some of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we will endeavour to take reasonable steps in ensuring that a similar degree of protection is afforded to it.

Please [contact us](#) if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

## **2.18 DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **2.19 DATA RETENTION**

### **HOW LONG WILL WE USE AND STORE YOUR PERSONAL DATA FOR?**

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see your legal rights below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## **2.20 YOUR LEGAL RIGHTS**

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

If you wish to exercise any of the rights set out above please contact the [DPO](#)

## **2.21 NO FEE USUALLY REQUIRED**

You may not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances. We may also apply an administration fee if your request is accepted but considered unreasonable or excessive in scope and would take up a disproportionate amount of Company resources to fulfil.

## **2.22 WHAT WE MAY NEED FROM YOU**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## **2.23 TIME LIMIT TO RESPOND**

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 2.24 GLOSSARY

**Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

**Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

**Comply with a legal obligation** means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

## 2.25 THIRD PARTIES

We may pass data to Third Parties in the course of business or in order to fulfil certain legal or regulatory obligations.

### EXTERNAL THIRD PARTIES

- Service providers acting as processors based who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances

## 2.26 YOUR LEGAL RIGHTS

**You have the right to:**

**Request access** to your personal data (commonly known as a “**data subject access request**”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

**Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- If you want us to establish the data's accuracy.
- Where our use of the data is unlawful but you do not want us to erase it.
- Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

## 2.27 HOW WE USE AND MANAGE COOKIES

Our website uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site. The cookies we use are “analytical” cookies. They allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example by ensuring that users are finding what they are looking for easily. Read more about the individual cookies we use and how to recognise them use this link [cookiechecker](#).

For more information on how to opt out and manage cookies see the following link [Optout](#).

- **GENERAL PROVISIONS.**
- This Agreement (“the Agreement”) covers all usage of the Website including all Visual Content, Audio Content, Software, Mobile Applications, Links, or any other Services available on or through the Website.

This Website may only be lawfully and legally used by You the User in accordance with the Agreement.

### The Website

- **Tuborial is a video marketing site which aims to offer a range of quality educational content to its Users as a conduit to successful learning outcomes.** We hereby commit to act always in good faith and endeavour within all our means to continuously update, upgrade and improve our Website, products and services to the benefit of our valued customer and Users.
- Tuborial is a user generated tube learning platform via which Users can watch tutorial videos and educate themselves on a range of subjects. In certain cases Users will be able to take tests and exams on certain subjects and in many cases may gain either accredited or non-accredited certificates of appreciation/completion where relevant.
- The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.



### **By using the Website You accept the entire Agreement**

- By using the Website, you confirm that you accept all the Terms and Conditions, Clauses, Policies, Rules and Requirements contained within the Agreement and that you agree to comply with them.
- If you do not agree with all the terms contained within the Agreement then you do not have our permission to use the Website and you must not use the Website. If you continue to use the Website you have expressed your intention to accept the entire Agreement unconditionally.
- This Agreement binds You the User, as a Legal Individual, Natural Person, Company or Corporation, to all the Terms and Conditions of use, including any applicable Clauses, Rules, Policies, Regulations, Undertakings, Recommendations including, but not limited to any particular section contained within the Agreement.
- By using the Website you agree to abide by all applicable National and International Laws and any other applicable Rules, Regulations, Conventions, or Codes of Conduct whether they are expressly included in this Agreement or not.
- Any Person using the Website as an agent, representative, officer, director, employee, or affiliate of another person, company, corporation or other legal entity is considered to be doing so on behalf of that party and the Agreement will be deemed to apply equally to the Associated Party or entity.
- You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **No guarantee is given that the information given on the Website is accurate**

- The content on our site is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any the content which is displayed on or through our site.
- Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- If you continue to use the Website it is recommended that you print a copy of this Agreement for future reference.
- We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

### **We May Make Changes to the Agreement and the Website.**

- The Company reserves the right to change, edit or withdraw this agreement at any time at its sole discretion without notification or justification to any party.
- We may amend the Agreement from time to time. We will inform You of any changes made to this agreement via email within a reasonable time frame of those changes taking place.
- We will make efforts in accordance with our legal obligations to notify You of any significant changes to the Agreement within a reasonable time-frame and via an acceptable means of communication. However, by becoming a registered member of Tuborial.com, the ultimate responsibility for keeping up-to-date with any alterations to the User Agreement will rest entirely on You.
- We may update and change our site from time to time [to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.
- If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@tuborial.com](mailto:info@tuborial.com)

### **How you may use the material on our site.**

- We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from our site for your personal use where download links exist and you may draw the attention of others within your organisation to content posted on our site.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

- If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **We are not responsible for websites we link to.**

- Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

#### **User generated Content is approved by Tuborial.com**

- The Website is under no obligation to host, accept, consider or otherwise deal with any User generated Content. However, the Company will consider and approve certain Content for display ....on the Website in accordance with the Agreement and Course Creator Agreement.
- The Website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- If you wish to make suggestions or complain about information and materials uploaded by other users please contact us on [info@tuborial.com](mailto:info@tuborial.com)

#### **Limitation of Liability**

Whether you are a User, Course Creator, other consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply of goods, services and digital content.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- Subject to Clause 3.30, We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.

- In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.
- If you are a consumer user:
- Course Creators' use is governed by the terms of the Course Creator section of the Agreement. Course Creators are authorised to use the site for different purposes, such as commercial and business purposes.
- If you would like to be a Course Creator please click [this link](#) or contact us via email.
- You agree unconditionally to indemnify, defend and hold harmless the Company, its representatives, officers, partners, employees and directors from and/or against any claims, damages, obligations, losses, liabilities, costs or debt (including but not limited to legal representation or legal counsel fees) arising from Your use of the Website.
- In no circumstance will Tutorial.com, the Company or its employees, directors, partners, representatives or officers be held liable to You or any Third party for any direct or indirect liabilities arising from Your use of the Website.
- This absolute limitation of liability applies to any incidental, exemplary, consequential, special or punitive damages, loss of profit, loss of service, or any other perceived or implied negative effect resulting directly or indirectly from Your use of the Website.
- Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy.
- You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store, market, promote and copy that content and to distribute and make it available to third parties.

- We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.
- You are solely responsible for securing and backing up your content.

### **Rights you are giving us to use material and Content you upload**

- When you upload or post content to our site, you grant us the following rights to use that content:
  - [LICENCES GRANTED TO THE WEBSITE OWNER].
  - [LICENCES GRANTED TO OTHER USERS OF THE SITE OR TO THIRD PARTIES].
- We are not responsible for viruses and you must not introduce them.
- We do not guarantee that our site will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Cancellations and Returns Policy**

- Notwithstanding anything to the contrary contained in the Agreement, the Company's financial liability will be strictly limited to any monies already paid by customers who wish to cancel their order within the cooling off period or are otherwise eligible for a refund in accordance with applicable national legislation covering consumer protection and internet transactions.

- In cases where the Company decides after consideration that the User is bona-fide and that the User qualifies for a refund within the 'cooling off' period of 21 days after payment was received, Tuborial reserves the right to charge a reasonable fee to cover any administrative costs directly related to the cancellation of said membership, this will be referred to as the Cancellation Fee.
- The User Agreement and all Terms and Conditions are governed by the Laws of England and Wales and set out the Terms of use of the Website [tuborial.com](https://tuborial.com) and any actions related to the use of this Website, including but not limited to the viewing of any content, enrolling in online courses, registering as a member or affiliate and any other services offered via Tuborial.com (collectively referred to herein as the "Website" or "Tuborial").
- All personal information which is provided by Users to the Company in connection with Your use of the Website is subject to our Privacy Policy which is hereby incorporated by reference into the Terms.
- We expect and demand that all Users strictly abide by all the national Laws of England and Wales and any other applicable national and international Conventions, Regulations, and any other relevant Codes of Conduct.
- If the Company becomes aware, by any means, of illegal activity related to Your Use of the Website we reserve the unconditional right to immediately and without prior notice cancel any membership held by You the User and suspend any contact between the Website and the User in question. This right will be unconditional and absolute and no indemnity or refunds for any monies paid to the Company will be available to the perpetrators of said illegal activity
- We will also fulfil our legal and social obligations by passing on any material which we deem relevant to a criminal investigation to the Police and/or the relevant Authorities to deal with as they deem appropriate.
- If the Company becomes aware, by any means, of a User breaching these Terms or the wider Agreement, or any other behaviour which is deemed as a serious wrongdoing or gross misconduct in relation to their use of the Website, the Company will launch, at their complete discretion, an internal investigation into the relevant User's history and current activity.
- If the Company concludes, at any time, that the User is guilty of wrongdoing or misconduct We reserve the right, at our sole discretion, to suspend or delete the User's account and any membership of the Website. This right will be unconditional and absolute and no indemnity or refunds for any monies paid to the Company will be available to those deemed responsible for said wrongdoing or misconduct.

## Course Creators and submitted Content

- Course Creator content is owned by the Course Creator and/or Copyright Holder of the material. The Course Creator Content is held and used under an absolute unconditional licence by the Company and the Company reserves the right to copy, edit, change, destroy or otherwise treat at their sole discretion any material submitted to the Company for consideration and/or accepted for display on the Website.
- If you are a Course Creator You will have to enter a further contract which details and describes the specific conditions of the relationship between the Company and Yourself and the Terms of any further Agreements between us which are by reference incorporated into this Agreement.
- The 'Profit Share' arrangement between the Company and the Course Creator will take the form of a percentage split of the revenue received as a result of each delivered course, after applicable costs have been deducted. This arrangement between the Company and Course Creator will be referred to as the "Revenue Share Agreement".
- The precise arrangement, nature and implementation of the Revenue Share Agreement will be decided at the Company's sole discretion and on a case-by-case basis after individual discussions with each Course Creator.
- The Company reserves the sole unconditional Right to alter the Revenue Share with the consent of each Course Creator.
- The Company is under no obligation to consider or use in any particular manner any material submitted to Us for consideration by Course Creators or other Users.
- The Company reserves the right, within the scope of any Other Agreements to the contrary, to decide their own pricing strategy for registration or any other products and services offered through the Website.
- The Company reserves the right to withdraw or temporarily suspend any course or content at any time without prior consent from or notice to any party or User. If a course which has been withdrawn by the Company and has been paid for by a User already, they must submit a written request for a refund within a period of 31 days from the date that the course was originally intended to commence as detailed in the 'course notification' or other correspondence. Failure to submit a formal request within the stated time-frame will remove your right to a refund and though you may still apply for one after this date, we cannot guarantee that this will be granted.

- These content standards apply to any and all material which you contribute to our site, and to any interactive services associated with it, regardless of whether You are a User, Course Creator or Business User.

### **Content Standards**

- The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.
- com will determine, in its discretion, whether a Contribution breaches the Content Standards or the overall Agreement.

#### A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

#### A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.



- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person in a derogatory manner, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Tutorial.com or any affiliated company, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites which have not been explicitly approved by Tutorial.com.

#### **4. TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND DIGITAL CONTENT**

##### **OUR TERMS OF SALE**

- These are the terms and conditions on which we supply products to Users, whether these are goods, services or downloadable digital content.
- Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss the matter.

## Who processes payments made on the Website?

- All Payments are processed by Stripe, please ensure that you visit <https://stripe.com> and read the Stripe Service Agreement before purchasing any goods or services on or via Tuborial.com

For more information on our relationship with Stripe click the following link <https://stripe.com/gb/connect-account/legal>.

- If we have to be contacted in relation to payment for goods, services or digital content we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

## OUR CONTRACT WITH YOU

- Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between You and Tuborial.com.
- We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## PRICE AND PAYMENT

- **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see [Clause 12.3](#) for what happens if we discover an error in the price of the product you order.
- Payment must be made in the following manner:

**(a)** For **goods**, you must pay for the products before they are dispatched by the Course Creator.

**(b)** For **one off downloadable digital content**, you must pay for the products before they will be made available for you to download them.

**(c)** For **online services such as courses**, You must pay for the service before it will be made available to You.

### **Products displayed or advertised on the Website**

- Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary from those images.
- The packaging of the product may vary from that shown in images on our website.
- If we are unable to accept your order, we will inform you of this via email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to provide a certain service or meet a delivery deadline you have specified.

### **YOUR RIGHTS TO MAKE CHANGES TO YOUR ORDER**

- If you wish to make a change to your order please contact us immediately. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

### **Delivery Costs**

- The costs of delivery will be as displayed to you on our Website.

### **When you will be provided with the products**

- During the order process we will let you know when we will provide the products to you and in the case of downloadable digital content how you may access the Content.

### **One-off services**

- We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is usually told to you during the order process.

### **One-off purchases of downloadable Digital Content**

- We aim to make the relevant Content available for download by You on the date agreed with you during the order process.

### **Subscription Fees, Fees for Ongoing Services and Digital Content**

- We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in [Clause 8](#) or we end the contract by written notice to you as described in [Clause 10](#).

### **Delays outside our control**

- We are not responsible for delays in the supply of products, goods services or digital content where the delays are caused by event which are outside our control.
- If our supply of the products or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- We may have to suspend the supply of a product or service to:
  - (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see [Clause 6](#)).

### **Your obligation to return rejected products.**

- If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to the Course Creator or (if they are not suitable for posting) allow us to collect them from you. We may pay the costs of postage or collection. Please contact customer services email us at [info@tuborial.com](mailto:info@tuborial.com) with a return request.

## Your Rights to end the Contract

- You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back).

(b) If you want to end the contract because of something we have done or have told you we are going to do;

(c) If you have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

(d) In all other cases (if we are not at fault and there is no right to change your mind) please contact us to discuss the matter.

- **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided.

The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you explicitly do not agree to;

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 60 days;

(e) you have a legal right to end the contract because of something we have done wrong.

- Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until [1 calendar month] after

the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

## How to end the Contract

- To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Email customer services on [info@tuborial.com](mailto:info@tuborial.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.

- **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us

In all circumstances including where you are exercising your right to change your mind you must pay the costs of return. Email customer services on [info@tuborial.com](mailto:info@tuborial.com) for full details.

- **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. [See our Returns page] for information about what handling is acceptable and examples]. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

- **When your refund will be made.** We will make any refunds due to you as soon as possible and in accordance with our obligations and rights under any third-party agreement with Stripe.

If you are exercising your right to change your mind then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

### **Our Rights to end the Contract**

We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

(d) you do not, within a reasonable time, comply with the Terms and Conditions for the Sale of good Services and Digital Content (Section 4).

- **You must compensate us if you break the contract.** If we end the contract in the situations we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 36hrs in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

**4.35. How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can contact our customer service team at Email customer services on [info@tuborial.com](mailto:info@tuborial.com).

- **Complaints procedure.** Any complaints or suggestions regarding the Website, products, services, or staff can be sent to: [info@tuborial.com](mailto:info@tuborial.com). We aim to reply to your correspondence within a reasonable time-frame, dependant on our capabilities at the time, we aim for this to be within fourteen days after the receipt of your enquiry, complaint or suggestion.

## 5. ACCEPTABLE USE POLICY

- You may use our site only for lawful purposes. You may not use our site:
- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards or Terms and Conditions as set out in the entire User Agreement and amended from time to time.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- You also agree:
  - Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use as set out in the entire User Agreement.
  - Not to access without authority, interfere with, damage or disrupt:
    - any part of our site;
    - any equipment or network on which our site is stored;
    - any software used in the provision of our site; or
    - any equipment or network or software owned or used by any third party.



## **Interactive Services**

- We may from time to time provide interactive services on our site, including, without limitation:
  - Chat rooms.
  - Bulletin boards.
  - Direct messages
  - Emails
- Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
- Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise

## **Breach of the Acceptable Use Policy**

- When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.
- Failure to comply with this acceptable use policy constitutes a material breach of the terms of the User Agreement upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
  - Immediate, temporary or permanent withdrawal of your right to use our site.
  - Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.

- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **Which Country's Laws apply to any disputes?**

- If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by the law of England and Wales. You agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by exclusive jurisdiction of the courts of England and Wales.

### **6. EQUAL OPPORTUNITIES POLICY**

- We aim to offer opportunities for education, social networking and business affiliations. We have therefore implemented several measures to ensure that all our operations, management and staff adhere to Equal Opportunities legislation.
- Our Equal Opportunities Policy aims to provide equal opportunities for all regardless of individual ability, regardless of race, colour, ethnic origin, nationality, citizenship, marital status, gender, sexual orientation, socio-economic status, age, religion, creed, disability, political persuasion or other grounds.
- We aim to ensure that no unlawful or unfair discrimination (whether direct or indirect), victimisation or harassment takes place on any of the above grounds.

- We will apply this Equal Opportunities Policy when carrying out any of its duties including recruitment, assessment and customer support. We will also seek to ensure that our employees and representatives adopt a fair, equitable and non-discriminatory approach to all sections of the global community.
- In giving effect to this Policy we will establish, maintain and review mechanisms for resolving grievances, complaints and invoking where relevant disciplinary procedures or other measures to remedy any oversight, misconduct, or infringement.
- We are committed to ensuring that the principle of equality is applied to all its operations and its relationships with all Users and Visitors of the Website.
- If you feel that there are ways that we could improve our equal opportunities policy please contact us by sending an email containing your suggestions to [info@tutorial.com](mailto:info@tutorial.com)

## THE SCHEDULE

### MODEL CANCELLATION FORM

*Complete and return the information contained by email to [info@tuborial.com](mailto:info@tuborial.com) only if you wish to withdraw from the contract*

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date