

# Terms and Conditions

## By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site. These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of this website, profitutors.eu (“Our Site”, “Site”). You may wish to print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated in January 2025.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately.

These Terms, as well as Privacy Policy and Cookie Policy, and any service-specific terms, are legally binding agreements governing the relationship between ProfiTutors and any User (as defined below) or visitor of the ProfiTutors Site.

## 1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- ⇒ **“Content”** means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
- ⇒ **“We/Us/Our”** or **“ProfiTutors”** means PROFITUTORS LLP (company number OC455099) with a registered office at: Stoney Works, 8 Stoney Lane, London, United Kingdom, SE19 3BD.
- ⇒ **“You”** or **“your”** may refer as applicable to the Student, the Tutor, or a visitor accessing or using any of our Services (each the **“User”**).

## 2. ProfiTutors Services

You may access and use the ProfiTutors Site as: a registered user seeking online language teaching and tutoring services by using the Site or other tools made available by ProfiTutors (the **“Student”**); a registered user providing online language teaching

and tutoring services via the Site or other tools made available by ProfiTutors (the **“Tutor”**); or a visitor of the Site.

ProfiTutors services include access to the Site for Students and Tutors, to connect for online language teaching and tutoring services, facilitation of payments between Students and Tutors, and customer support and related services (the **“Services”**). All available teaching and tutoring services on ProfiTutors are provided according to the services' specific terms.

You are responsible for obtaining and paying for any equipment and Internet service necessary to access the Services. We may alter, suspend, or discontinue the Site or the Services in whole or in part, at any time and for any reason, without notice. The Site may also become unavailable periodically due to maintenance or malfunction of computer equipment or other reasons. We may provide access to third party services and products from time to time or to our own products or Services. You acknowledge that ProfiTutors is evolving and that the form and nature of the Services may change from time to time without notice to you.

### **3. Changes to Our Site, Terms and Conditions**

We may alter and update Our Site (or any part of it) at any time. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Site the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site. If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

## **4. Obligations**

### **4.1. Verification**

ProfiTutors may request a Tutor to provide a government-issued ID (passport, driver's license, etc.) and the documents confirming the claimed educational credentials (educational background documents, such as diplomas, certificates, etc.). The Tutor will be asked to upload a copy of the Tutor's government-issued ID and their educational document(s). As a Tutor passes the verification procedure, a special badge is added to the Tutor's profile, and the uploaded copies of the documents get deleted from our servers.

ProfiTutors does not endorse or make any representations or warranties regarding the accuracy, completeness, and reliability of any information provided by the Tutor within the verification procedure.

ProfiTutors cannot confirm that each User is who they claim to be. You agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. Neither ProfiTutors nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the Services. ProfiTutors, its affiliates, and licensors will not be liable for any claim, injury, or damage arising from or in connection with your use of the Services.

## **4.2. Privacy**

When using the Services, you may be requested to provide your personal data. To learn more about our privacy practices, please refer to ProfiTutors [Privacy Policy](#).

## **4.3. Payment**

Payment processing on the Site is provided by third-party payment processors including, but not limited to PayPal, Stripe, Payoneer, and others, allowing us to:

- ⇒ bill the Students in lieu of directly processing your credit/debit card information;
- ⇒ enable payouts to the Tutors.

For the avoidance of doubt, payment made by the Student to ProfiTutors shall satisfy the Student's obligation with respect to the payment to the Tutor for the tutoring services provided via the ProfiTutors Site.

## **4.4. Refund**

ProfiTutors strives to ensure a clear understanding of the financial relations between Students and Tutors with respect to the Services we provide. Please contact us to find out more about how we handle refunds. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

# **5. Rights and limits**

## **5.1. Your rights to use ProfiTutors Site**

In case you are a Student, ProfiTutors hereby grants you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the ProfiTutors Site and Services solely for your non-commercial personal use.

In case you are a Tutor, ProfiTutors hereby grants you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the ProfiTutors Site and Services solely for the provision of the tutoring services to the Students.

You agree not to view, copy, or procure content or information from the Site by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the Site (except as may be a result of the standard search engine or Internet browser usage) unless formally authorized by ProfiTutors under separate written agreement.

No ProfiTutors materials made available to you as part of the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without ProfiTutors's prior written permission or as expressly provided in these Terms.

You may not share or transfer your account credentials with any third party.

ProfiTutors may impose reasonable limits on your scope of access to the Site, including limits on time or volume of information accessed or devices used to access the Site, to prevent unauthorized third-party use of the Services.

All rights not expressly granted herein are reserved.

## **5.2. Your Account**

Certain of our Services are reserved for registered users only. To become a registered user, you must create a Student or Tutor account on our Site. You agree that you are responsible for protecting your account credentials from unauthorized use, and you are responsible for all activity that occurs under those account credentials. You agree to notify us immediately if you believe that any of your account credentials have been or may be used without your permission so that appropriate action can be taken. You may use the Site and some of its features without being a registered user.

You may not:

- ⇒ create more than two accounts (one as a Tutor and one as a Student) to access the Site,
- ⇒ share your account credentials with any third party, or
- ⇒ transfer your account to any third party.

ProfiTutors is not responsible for any loss or damage caused by or expense incurred by you as a result of your failure to safeguard your account credentials. You agree that you shall not rent, resell, or remarket ProfiTutors or provide access to the Services to

any third party.

When you create an account on ProfiTutors, we may collect certain personal data directly from you, or if you create your account using a third-party service if this feature is available (Facebook, Google, Apple), we may collect personal data about you from the third-party service (your username or user ID associated with that third-party service). By choosing to create an account using a third-party service, you authorize us to collect the personal data necessary to authenticate your account with the third-party service provider.

You may select a profile photo or connect your Google or Facebook account to be displayed within your Student account. Please be advised that the provision of your photo is not obligatory to use our Services. You may edit your account at your sole discretion. The security of any personal data you choose to share within your account is subject to our Privacy Policy.

When you create a Tutor account, it is obligatory to provide your profile photo and the video introduction. The security of any personal data you choose to share within your account is subject to our Privacy Policy.

### **5.3. Representations and Warranties**

#### **If you use the Services as a Tutor:**

- ⇒ you will provide the tutoring services in accordance with these Terms and other policies set forth by ProfiTutors and made available to you via email or by posting on the Site;
- ⇒ you will provide the tutoring services in accordance with laws and regulations applicable in the state or country where you are providing the tutoring services;
- ⇒ you are solely responsible and fully liable for any violation of any local laws and regulations that apply to your provision of the tutoring services;
- ⇒ you will provide the tutoring services with reasonable care and skill and in accordance with generally recognized practices;
- ⇒ you have obtained all registrations, certifications, licenses, and other documentation that are required in the applicable jurisdiction for providing the tutoring services. It is your obligation to maintain the validity of all aforementioned documentation;
- ⇒ you will not provide tutoring services to the Students outside of the ProfiTutors Site, receive payments from the Students directly, or encourage or solicit payment from the Student directly or through any channels other than those provided by ProfiTutors;
- ⇒ you acknowledge and agree that ProfiTutors may advertise tutoring services that you provide via the Site without any additional payment or obligation to you;

- ⇒ you acknowledge and agree that ProfiTutors may improve the video you provided for your account. The improvements can be made by editing the video, adding the ProfiTutors logo to the video, improving the quality of sound in the video, and publishing the video on ProfiTutors social media accounts with adding the description and link to the Tutor's profile.

**If you use the Services as a Student:**

- ⇒ you agree to honor the commitments you make to the Tutor via the Site;
- ⇒ you agree that you will not circumvent or manipulate the fee structure, the billing process, or fees owed to ProfiTutors or the Tutor.

## **5.4. User Complaints**

If a User has a complaint about Services, they should contact us, providing as much detail as possible about the Complaint. ProfiTutors shall respond to the User confirming receipt and shall investigate the matter. Upon receiving the Complaint, ProfiTutors customer support shall investigate the Complaint internally, taking into account the importance and complexity of the issue or issues raised.

If the Complaint relates to a specific ProfiTutors employee, another ProfiTutors representative will help with the investigation in their place. ProfiTutors shall respond to the User with its findings in response to the Complaint, and, where applicable, with a suggested solution.

## **5.5. Lesson Recording**

You acknowledge and agree that, from time to time, ProfiTutors may record videos of your lessons. This recording is intended solely for the purpose of ensuring the quality of the Services. Recordings will not be shared externally, used for individual targeting, or used for any sales, marketing, or other promotional purposes.

By using the Services, you agree and give consent for such recordings that is gratuitous, unsolicited, and without restriction. You agree that ProfiTutors may use these recordings without fiduciary or other obligation and without any additional compensation.

# **6. Content**

## **6.1. ProfiTutors Content**

Users have a personal, non-transferable, non-exclusive right to use the ProfiTutors Content of the Site subject to these Terms. The "ProfiTutors Content" means all information, text, images, data, links, or other material accessible through the Site, whether created by us or provided by a third party on or through the Site. The Content

may contain typographical errors, other inadvertent errors, or inaccuracies. We reserve the right to make changes to the ProfiTutors Content without obligation to issue any notice of such changes. You may view, copy, download, and print the ProfiTutors Content that is available on or through the Site, subject to the following conditions:

- ⇒ the ProfiTutors Content is available solely for your personal use. No part of the Site or the ProfiTutors Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose;
- ⇒ the ProfiTutors Content may not be modified;
- ⇒ copyright, trademark, and other proprietary notices may not be removed.

## **6.2. User-generated Content**

The “User-generated Content” means all comments, remarks, information, feedback, text, photographs, links, data, images, video, music, or other material that you or any User post to any part of the Site or provide to ProfiTutors, including such content or information that is posted as a result of surveys.

We are not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in the User-generated Content submitted for public display through the Site.

We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User-generated Content. You are responsible for ensuring that the User-generated Content submitted to the Site is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secrets, or other intellectual property rights, or any other harm resulting from your use, uploading, posting, or submission of the User-generated Content to ProfiTutors.

We have the right, but not the obligation, to randomly monitor, edit or remove any User-generated Content submitted on or through the Site at any time.

## **7. Termination**

### **For Students:**

- ⇒ Either party may terminate this Agreement by giving to the other not less than 2 week’s prior written notice.
- ⇒ ProfiTutors may suspend the provision of the Services and access to the Site in case of breaking the Terms and Conditions. If we do so, you agree and acknowledge that ProfiTutors will not be in breach of this Agreement and you will not have a right to any compensation.

- ⇒ ProfiTutors may suspend or terminate this Agreement and your access to the Site and the Services immediately by serving written notice if: ProfiTutors finds or reasonably suspects that any information provided by you is untrue, inaccurate, out-of-date, or incomplete; you act in any way that has brought, or could bring (in ProfiTutors's opinion), ProfiTutors in to disrepute; you are in material breach of this Agreement; or you fail to attend a lesson without having cancelled it or you repeatedly cancel lessons.
- ⇒ It is our right to terminate Users who violate these Terms, as deemed appropriate in our sole discretion.
- ⇒ In case you haven't logged into your ProfiTutors account for more than 180 days your account may be suspended, and your remaining balance will expire.

#### **For Tutors:**

- ⇒ Either party may terminate this Agreement by giving to the other not less than 2 week's prior written notice.
- ⇒ We may at any time terminate Your engagement with immediate effect with no liability to make any further payment to You (other than in respect of any accrued fees or expenses at the date of termination) if: You are in material breach of any of Your obligations under this Agreement; or other than as a result of illness or accident, after notice in writing, You wilfully neglect to provide or fail to remedy any default in providing the Services.
- ⇒ It is our right to terminate Users who violate these Terms, as deemed appropriate in our sole discretion.
- ⇒ In case you haven't logged into your ProfiTutors account for more than 180 days your account may be suspended, and your remaining balance will expire.

Upon the termination of this Agreement for any reason:

- ⇒ You shall immediately cease providing the Tutoring Services;
- ⇒ You agree to follow our instructions regarding Shared Data; and
- ⇒ You agree not under any circumstances to contact a Client or a Student except where based on our specific instructions.

## **8. Limitation of liability**

You agree and acknowledge that ProfiTutors shall in no circumstances whatsoever be liable to you in contract, tort (including negligence) or otherwise for any consequential, special or incidental loss or damage (whether direct or indirect) or any loss of profit, anticipated profits, business, data, opportunity, revenue, goodwill, or reputation arising from your use of the Site or the Services.



Nothing in this Agreement is intended to nor shall be construed as an attempt by any party to exclude or limit its liability for any losses which cannot be lawfully excluded or limited, including without limitation:

- ⇒ death or personal injury caused by negligence;
- ⇒ fraud or fraudulent misrepresentation; and
- ⇒ breach of the Terms.

## **9. Changes to these Terms**

We may, from time to time, change the terms of this Agreement for valid reasons such as (without limitation) to improve the Agreement or to make it clearer or easier to understand, to comply with legal or regulatory requirements, such as mandatory laws that apply to Us and our agreements with our Students and/or Tutors, or where We are subject to a court order, to provide Students or Tutors with additional information about the provision of the Services, or for security reasons, including the introduction of additional security checks or software to protect our Site, Users, Clients, Students and Tutors.

## **10. Governing Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.