

EduAct Terms of Use

1. Introduction

This agreement binds you or the company you represent ("you," or "your") to the terms and conditions set forth herein in connection with your use of EduAct ("our", "we", "company" or "EduAct") software, mobile applications, services or other offerings on our site (collectively, our "Products"). By using any of the company products you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement do not use the company products. Company's acceptance is expressly conditioned upon your acceptance of all the terms and conditions of this agreement, without limitation of any terms or conditions of such agreement. If these terms and conditions are considered an offer by company, acceptance is expressly limited to these terms.

2. Subject of EduAct.

The Products enable learners ("Learners") to connect with independent contractor teachers (the "teachers") who provide live and recorded instruction, tutoring, and learning services through our online classrooms (the "Courses"). Learners and teachers are, collectively, "**Users.**"

The Products include, without limitation, producing, facilitating and hosting Courses and supporting materials, and taking feedback from Users.

Company reserves the right to revise these Terms in its sole discretion at any time by posting the changes on the Site. Changes become effective thirty (30) days after posting. Your continued use of Products after change become effective shall mean that you accept those changes. You should visit the Site regularly to ensure You are aware of the latest version of the Terms. Notwithstanding, no revisions to these terms will apply to any dispute between you and the Company that arose prior to the date of such revision.

The Company may modify the Products or discontinue their availability at any time.

You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the Products, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

If You elect to access or use Products that involve payment of a fee, then You agree to pay, and will be responsible for payment of, that fee and all taxes associated with such access or use. If You provide credit card or other payment method information to pay for such fees then You hereby are authorized to supply such information and hereby authorize the Company to charge Your credit card on to pay the fees as they are due.

If Your payment method fails or your account is past due, then we may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with us and/or retaining collection agencies and legal counsel. We may also block your access to any Products pending resolution of any amounts due by You to Company

All of Your use, access and other activities relating to the Site and the Products must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. In connection with Your use of the Products and Site, You must not provide incorrect or knowingly false information; copy, distribute, modify, reverse engineer, deface, tarnish, mutilate, hack, or interfere with the Products or operation of the Site; frame or embed the Site or Products; impersonate another person or gain unauthorized access to another person's Account; introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Products or operation of the Site; scrape, spider, use a robot or other automated means of any kind to access the Products.

3. General Disclaimer.

The Site is only a marketplace for Teachers and Learners. We do not hire or employ Teachers nor are we responsible or liable for any interactions involved between the Teachers and their respective clients. We are not responsible for disputes, claims, losses, or damage of any kind that might arise out of or relate to conduct of Teachers or Learners, including, but not limited to, any Learner's reliance upon any information provided by a Teacher.

We do not control Submitted Content (as defined below) posted on the Site and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of such Submitted Content. You also understand that using the Products may expose You to Submitted Content that You consider offensive, indecent, or objectionable. The Company has no responsibility to keep such content from You and no liability for Your access or use of any Submitted Content, to the extent permissible under applicable law.

The Site and Products may give You access to links to third-party Websites ("Third Party Sites"), either directly or through Courses or Mentors. The Company does not endorse any of these Third Party Sites and does not control them in any manner. Accordingly, the Company does not assume any liability associated with Third Party Sites. You need to take appropriate steps to determine whether accessing a Third Party Site is appropriate, and to protect Your personal information and privacy on such Third Party Site.

4. Conduct.

You may only access the Products for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to Your use of the Products. You agree not to use the Products or the Company Content (as defined below) to recruit, solicit, or contact in any form Teachers or potential users for employment or contracting for a business not affiliated with us without Our advance written permission, which may be withheld in Our sole discretion. You assume any and all risks from any meetings or contact between You and any Teachers or other Users of the Products

5. Specific Obligations of Learners using the Site.

If You are a User in search of or participating in a Course, You are a Learner and the following additional terms and conditions apply, and You represent, warrant and covenant that:

- You have read, understood, and comply with all applicable laws and regulations with respect to use of the Site and Products;
- agree to be bound by the pricing information (see the Pricing section below) before using the Site or registering for a Course;
- Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website without the approval of their parents
- You are over the age of 18, or, if not, You will only use the Products with the involvement, supervision, and approval of a parent or legal guardian.
- You will not upload, post or otherwise transmit any Virus or any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the Site or the Products;
- You will not post any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory or libelous content, against any faiths related, politics and age-sensitive or explicit topics;
- You will not reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from or otherwise use and exploit any Company Content, the Products or Courses or Submitted Content except as permitted by these Terms or the relevant Teacher as applicable;
- You will not disclose any personal information to a Teacher, and otherwise will assume responsibility for controlling how Your personal information is disclosed or used, including, without limitation, taking appropriate steps to protect such information; and
- You will not solicit personal information from any Teacher or other User.

- You will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

6. Registration.

To use certain Products, you will need to register and obtain an account, username and password. When You register, the information You provide to us during the registration process will help us in offering content, customer service, and network management. You are solely responsible for maintaining the confidentiality of Your account, username, and password (collectively, your "Account") and for all activities associated with or occurring under Your Account. You represent and warrant that Your Account information will be accurate at all times. You must notify us (a) immediately of any unauthorized use of Your Account and any other breach of security, and (b) ensure that You exit from Your Account at

the end of each use of the Products. To the extent permissible under applicable law, we cannot and will not be responsible for any loss or damage arising from Your failure to comply with the foregoing requirements or as a result of use of Your Account, either with or without Your knowledge, prior to Your notifying us of unauthorized access to Your Account.

You may not transfer Your Account to any other person and You may not use anyone else's Account at any time.

7. Content, Licenses & Permissions.

All software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, and other data or copyrightable materials or content, including the selection and arrangements thereof is "**Content**."

The Company hereby grants You (as a User) a limited, exclusive, non-transferable license to access and use Submitted Content and Company Content, for which You have paid all required fees, solely for Your personal, non-commercial, educational purposes through the Site and the Products, in accordance with these Terms and any conditions or restrictions associated with particular Courses or Products.

You agree that We may record all or any part of any Courses (including voice chat communications) for quality control and delivering, marketing, promoting, demonstrating or operating the Site and the Products. You hereby grant the Company permission to use Your name, likeness, image or voice in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Site, Products, Courses, Company Content and Submitted Content and waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection therewith, to the extent permissible under applicable law.

All rights not expressly granted in these Terms are retained by the Content owners and these Terms do not grant any implied licenses.

8. Pricing for Paid Courses

If You are a Learner, You agree to pay the fees for Courses that You take, and hereby authorize Us to charge Your credit card or other means of payment for these amounts. We will charge Your credit card or other means of payment for all amounts owed. If payment is declined, You agree to pay us the fees within thirty (30) days of notification from us, and pay (at Our discretion) a late payment charge at 2% per month, or the maximum permitted by law, whichever is greater.

All payments should be made to EduAct

If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

The cardholder must retain a copy of transaction records and Merchant policies and rules.

We accept payments online using Visa and MasterCard credit/debit card in egg

9.Taxes

In the event that the sale or delivery of a Course or any Submitted Content to any Learner is subject to any value added tax ("VAT"), under applicable law, EduAct will collect and remit the VAT to the competent tax authorities for sales of such Courses.

Foreign Currency

Company's online platform may default the Sale Currency based on Your geographic location. The currency of any transaction will match the Sale Currency displayed to You on the website. You cannot change Your displayed currency.

Each foreign currency conversion is processed at a foreign currency conversion rate. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time.

10.Refund Policy

Due to the nature of the product, the general rule is that EduAct does not provide refunds for Courses sold. All sales of Courses from EduAct are final.

11. Trademarks.

The trademarks, service marks, and logos (the "Trademarks") used and displayed on the Site, in the Products or in any Company Content are Our registered or unregistered Trademarks or of Our suppliers or third parties and are protected pursuant to applicable trademark laws. All rights are reserved and You may not alter or obscure the Trademarks, or link to them without Our prior approval.

12. Warranty Disclaimer.

the products, site, company content, submitted content, courses, and any other materials made available on or through the site or the products are provided "as is," without any warranties of any kind and, to the fullest extent permissible under applicable law, the company hereby disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

13. Limitation of Liability.

To the fullest extent permissible under applicable law, neither party shall be liable hereunder under any theory of liability, including, without limitation, contract, tort or negligence, for any losses, unless such losses were reasonably foreseeable at the time you agreed to this terms. the company's total liability hereunder shall be limited to the amounts paid in connection with

the courses or products under which such liability arose. this section 11 does not exclude or limit either party's liability for fraud, for death, or from any other liability that cannot be limited or excluded by law.

14. Termination.

We may terminate Your use of the Products or Site immediately without notice for any breach by You appear likely to do so of these Terms or any of Our applicable policies, as posted on the Site from time to time. We may discontinue offering any Product, Course, or Content at any time (which will terminate Your right to offer these Courses if You are a Teacher). You may terminate Your use of the Site or the Products at any time, either by ceasing to access them, or by contacting us. You must cease all use of the Site, Products and Content. Any accrued rights to payment and terms contained herein relating to representations and warranties shall survive termination.

15. Electronic Notices.

By using the Products or communicating with Company, You agree that Company may communicate with You electronically regarding security, privacy, and administrative issues relating to Your use of the Products or these Terms. If Company learns of a security system's breach, Company may attempt to notify You electronically by posting a notice on the Products or sending an email to You.

16. Availability of the Site.

You recognize that the traffic of data through the Internet may cause delays during the download of information from the Site and accordingly, you should not hold the Company liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the Site will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Company's upgrading, modification, or standard maintenance of the Site.

17. Third Party Links or Information

This Site may contain links to other websites that are not operated by or related to Company. Company is not responsible for the content, accuracy or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

18. Validity of Terms

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall be continue valid in case of early termination of these Terms of Service.

19. Force Majeure

Company will not be liable for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Company's reasonable control, or an unforeseeable, irresistible occurrence including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labor disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

20. Governing Law

Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of Arab Republic of Egypt.

21. Miscellaneous.

1. **Entire Agreement.** These Terms and any policies applicable to You posted on the Site constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
2. **Severability.** If any provision of these Terms is found to be illegal, void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.
3. **Waiver.** A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
4. **Notice.** Any notice or other communication to be given hereunder will be in writing and given by email, registered post or certified mail. Return receipt is requested.