

## **Introduction:**

This Website is owned by and operated by **M.A. MY DASKALOS LTD**. We are a limited liability company registered in the Republic of Cyprus under company number HE 404036. Our registered office is at Koronis 25, Elenis Court 2, Flat 304, 3081 Limassol, Cyprus. Our email is [support@mydaskalos.com](mailto:support@mydaskalos.com)

## **Definitions:**

<b>“Agreement”</b>	means any agreement, arrangement or otherwise between the Tutor and the Student pursuant to which the Tutor agrees to provide tutoring services to the Student in exchange of a fee;
<b>“Intellectual Property Rights”</b>	means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>“Student(s)”</b>	means a person that uses the Website with the intention of finding a Tutor for the provision of tuition services;

<b>“Student Ratings”</b>	means the feedback left by a Student on the Website in response to the performance of the tutoring services by a particular Tutor which is scored on a 1 5 star rating (1 being poor; 5 being outstanding);
<b>“Sponsor(s)”</b>	means the individual contracting on behalf of the Student with the Tutor for the provision of the tutoring services, e.g. a parent, guardian, carer or other person with responsibility for the Student who is over the age of 18;
<b>“Tutor(s)”</b>	means a registered tutor who has the appropriate qualification and experience to provide tuition services in the areas advertised by the Tutor on the Website;
<b>“User(s)”</b>	means a person who uses the Website (whether registered or unregistered);
<b>“Website”</b>	means this website operated by M.A. MY DASKALOS LTD.

### **Terms and Conditions:**

1. It is agreed understood and accepted that by using any of the services of the Website you agree to comply and be bound by the present terms and conditions and all applicable laws and regulations governing the Website and the services provided by the Website. If you do not agree with these terms, you must not use the Website.

- 2.** The Website may update and change its content from time to time to reflect changes to the Users needs and its business priorities. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time.
- 3.** The Website shall send a notification and/or email and/or email and/or contact the Tutor otherwise for any major changes in the Website or use of that or method of work and use.
- 4.** The Website undertakes to take all means to ensure the safety of use of the Website for the purpose created but the Users should exercise complete caution.
- 5.** The Website is directed to people residing in Cyprus. The Website does not represent that content available on or through the Website is appropriate for use or available outside Cyprus.

### **Purpose.**

- 6.** The purpose of the Website is to allow the Tutors to advertise their tuition services on the Website to the public.

### **Tutors**

- 7.** The Tutors must be natural persons who are of at least eighteen (18) years of age and have the necessary qualifications and/or experience to provide tuition services in the subjects specified on their profile.
- 8.** To register as Tutors via the Website the Tutors need to create an account. To create an account, the Tutors need to input a username (that will be his/her email) and

choose a password with which they will access their account. The password should be kept confidential and not be revealed to anyone else. The Tutors will be responsible for all activities that are carried out under the username and password created for access to the Website.

- 9.** The Tutors must contact the Website immediately if they believe their password has been compromised. The Tutors will be responsible for all actions conducted in their profile until they have notified the Website that they believe their password has been compromised.
- 10.** The Tutors must include in their profile detailed description of the subjects in which lessons are offered and the level, quality and subject matter of the content that is offered only and refrain from including in their profile any contact details or points of contact reference. Each Tutor will create only one profile and may enlist as many subjects as he/she likes in his/her profile.
- 11.** The Tutors must not include in their profile any explicit content or include content that may be considered offensive of any nature whatsoever.
- 12.** The Tutors must ensure that all information they include in their profile is correct and real and does not create any misrepresentations for any reason and of any nature. In the event where any of the information listed changes then the Tutors must make the relevant changes. The Website shall not be responsible in the event where any of the information and/or data in a Tutor's profile is proven to be untrue or misleading or otherwise and the Tutor must indemnify the Website in relation to any liability incurred by the Website as a result of such misinformation.

**13.** All information and content in each Tutor's profile must be duly the said Tutor's ownership and must not infringe any intellectual property rights or other rights of any kind of third parties or be considered as stolen material. It is agreed that in such event, and where there is a claim against the Website for and in connection to copyright infringement, then the Tutor shall be liable for any compensation or damage to the innocent party.

**14.** The Tutors shall not use the Website for any other reason other to advertise their lessons and tutor services to the public.

**15.** The Tutors shall not use the information and data of a Student for any reason other than to enter into an Agreement with the Student or Sponsor if Student is underage.

**16.** The Tutors shall have the discretion to accept or reject a request from a Student or a Sponsor. If a request is accepted the Tutors will have full responsibility to contact the Student and enter into an Agreement with them.

**17.** The Tutors accept that their Agreement for tuition services is with the Student and/or Sponsor (as applicable) and further agree and acknowledge that the Website is not a party to such an Agreement, has no control over the transaction between them and is not responsible for the performance of any obligations agreed or impliedly agreed through actions between the Tutor and the Student or Sponsor.

**18.** If the Tutors are contacted by Students who are under the age of eighteen (18), they must ensure that these Students are represented by a Sponsor who gives

consent for the Tutor providing tuition services to the Student.

- 19.** The Tutor shall be responsible for collection of all fees due to a Tutor from a Student and the Website is not liable to the Tutor for any fees that have not been paid and will not get involved in any disputes about fees between a Tutor and a Student.
- 20.** The Tutors are not employees, agents or contractors of the Website and accept full responsibility for all contributions to the social insurance fund, any applicable income tax and any other liabilities and obligations arising from the use of the Website.
- 21.** The Tutors must take every precaution to ensure that they work in a safe environment and are responsible for taking out and maintaining their own insurance policies to cover the work they undertake (if necessary, under any applicable law).
- 22.** The Tutors agree that they will be ranked on the Website by Students Rating. Positive Student Ratings will contribute to Tutor being ranked higher on the Website's search engine results. The Website reserves the right to change at any time the way Tutors are ranked.
- 23.** Only Individuals can register; If you want to create a Corporate profile to advertise your Company services please contact us ([support@mydaskalos.com](mailto:support@mydaskalos.com)). The Website reserves the right to delete any profile not following the instructions, with or without a notice to you.
- 24.** The Tutors who offer online lessons agree that their profile will be visible for all locations proposed by MyDaskalos. If they don't want to appear for all locations regarding online lessons and if they want to limit their

visibility for a certain number of locations, they will need to inform MyDaskalos by written email on support@mydaskalos.com.

**25.** Tutors have the right to disable and close their account and profile at any time. Once an account is closed, the Tutor's profile will be removed from public view and will no longer be accessible to other Website users.

## **Students**

**26.** The Students must be natural persons who are of at least eighteen (18) of age. Students under the age of eighteen (18) must be represented by a Sponsor who gives consent for them to receive tuition services. The Website is not responsible for any dispute regarding parental consent.

**27.** The Students may choose a Tutor based on the option available to them and send a request via the website by clicking on "contact me" entering his/her contact details and declaring their interest to engage the Tutor's services. Once a request is made, the Website undertakes to send the contact details of the Student to the relevant Tutor (only) and the Tutor will take the initiative to contact the student back or not depending on its availability.

**28.** The Students are responsible for selecting the right Tutor for their needs and for verifying the credentials, expertise, references and qualifications of the Tutor with whom they enter into an Agreement. Whilst the Website use good faith efforts to confirm that each Tutor is a legitimate instructor, the Website cannot guarantee the trustworthiness of Tutors and the information they provide

via the Website and the Website is not responsible for the conduct, whether online or offline, of the Tutors.

**29.** The Students have a duty to arrange all matters in relation to Tutor lessons, meetings and other matters mentioned in the Tutors' profile with the Tutors directly and the Website shall have no involvement or responsibility for this.

**30.** The Students accept that their Agreement for tuition services is with the Tutor and further agree and acknowledge that the Website is not a party to such an Agreement, has not control over the transaction between them and is not responsible for the performance of any obligations agreed or impliedly agreed through actions between the Tutor and the Student.

**31.** The Students shall not have the right to attempt and to contact any Tutor with means outside of the Website.

**32.** The Students must not publish any abusive comments about a Tutor on the Website or any other place. This include defamatory or derogatory comments.

**33.** The Students agree that they shall not include any personal data, contact details or explicit content in their request to the Tutor and shall limit the content of their message to just requesting the services offered by each Tutor.

### **Liability and other related matters.**

**34.** The Website shall not be responsible or liable for the behavior and conduct, whether online or offline, of any User of the Website and shall not be responsible for the claim, injury or damage arising in connection with the use of the Website.

**35.** The Website shall not be liable for any communication exchanged between the Tutors and the Students as per the present Terms and Conditions.

**36.** The Website shall accept no responsibility for the content of the Tutor's profiles and the messages sent by the Students.

**37.** The Website shall accept no responsibility and liability for any negative outcome of any nature whatsoever as a result of an Agreement entered into between a Tutor and a Student and any meetings held pursuant to such Agreement.

**38.** The Website shall accept no responsibility and liability for any, direct, indirect, consequential or any other form of loss or damage that may be suffered by a User through the use of the Website, including financial loss or physical loss or damage.

**39.** The Website does not guarantee that it will be secured or free from bugs or viruses. The Users are responsible for configuring technology, computer programs and platform to access the Website. The Users should use their own virus protection software.

## **Intellectual Property**

**40.** The Intellectual Property Rights of the Website cannot be reused without Website's consent. All Intellectual Property Rights in and relating to the Website (including the material which is contributed by the Student or Tutor) are owned by the Website. It is prohibited to copy, distribute, show in public or create any derivative work from the Website, or any of the material which is found on the Website without the consent of Website.

**41.** By submitting any material to the content to the Website, you: (i) are representing that you are fully entitled to do so; (ii) grant the Website a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that material in any form and any place; and (iii) authorise the Website to adapt the relevant material and you waive the right to be identified as the author of the material in question.

**42.** The Website reserves the right to modify or discontinue, temporarily or permanently, The Website with or without notice to you. By using this site, you confirm that the owner shall not be liable to you or any third party for any modification to or discontinuance of the Website.

## **General**

### **Governing Law and Dispute Resolution**

**43.** This agreement is governed by and construed in accordance with the laws of the Republic of Cyprus.

**44.** The courts of the Republic of Cyprus shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **Severability**

**45.** If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

**46.** If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were

deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

*Complaints*

**46. Where anyone wishes to notify and/or send a complaint or otherwise to the Website they can do so by using the below contact details**

*Complaints/Notices*

- (i) [support@mydaskalos.com](mailto:support@mydaskalos.com)
- (ii) <https://www.mydaskalos.com/support>