

# TERMS & CONDITIONS



These Terms of Use ("Terms") govern the use of the Profuture Tutoring. website ([www.Profuture Tutoringtuition.com](http://www.Profuture Tutoringtuition.com)) ("Site"), linked websites and any software applications that we link you to, and any services ("Services") provided by Profuture Tutoring. ("Profuture Tutoring"). Kindly carefully read and understand the terms and conditions associated with using our website or any services we offer, and make sure to accept them to request any service.

## 1. General terms

- Profuture Tutoring provides this Site to users seeking tutoring services ("Parents or Schools") and to users seeking employment opportunities ("Tutors"), and to any other entity on whose behalf users accept these Terms. The term "you" or "You" or "User" or "Users" shall refer to Parents, Tutors or any person or entity, who views, uses, accesses, browses or submits any content or material to the Site.
- These Terms are entered into by and between Profuture Tutoring and you, and you accept them by: a) using our website or blog or support site, b) accepting any Services; c) registering your child in a tuition class or workshop, d) using the Services in any other manner; and/or e) acknowledging agreement with these Terms. If you do not agree to these Terms, do not use the Site or our Services.
- In the event that anything on the Site, the support site, or the blog or any other website or software application associated with our services contradicts these Terms, the Terms shall hold. Any form of lenience, express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement, and any lenience provided by Profuture Tutoring will not constitute a substitution of these terms and shall not affect the agreement.
- Should the Terms be found invalid by any Law or Regulation of any government, or by any court or arbitrator, the parties agree that such a provision will be amended in order to achieve the original business purpose and aims of that provision, and all the other provisions of the Terms will remain in full force and effect.



## 2. Privacy Policy

- Profuture Tutoring strives to have a fair and resilient privacy policy for all clients, Tutors and Students.

### 2.1 Personal Information

- “Non-Personal Information” and “Personal Information” are collected and used by Profuture Tutoring in order to gain better insight in how to provide better quality Services to our Students, clients and Tutors.
- Non-Personal Information includes information that cannot be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types, preferences you submit and preferences that are generated based on the data you submit and number of clicks.
- Personal Information is information that can be used to personally identify you that is required to register on our Site. It includes information regarding your contact details, physical address, ID number, academic records, banking details, biography and any other details that are personal to you.
- Personal and Non-Personal information are submitted by you through the registration process and gathered throughout the Services we provide you.
- We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers.
- We may use third party service providers to help us operate our business or administer activities on our behalf. We may share your information with these third parties as part of our business operations. We treat our user database with the greatest respect and will never share its contents.
- In general, we use Non-Personal Information to help us improve the Service and customize the user experience. We also aggregate Non-Personal Information to track trends and analyse use patterns on the Site.

- This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and we reserve the right to use and disclose such Non-Personal Information to our partners, advertisers and other third parties at our discretion.
- In the event of a business transaction such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Information may be among the assets transferred. You acknowledge and consent that such transfers may occur and are permitted by this Privacy Policy, and that any acquirer of our assets may continue to process your Personal Information as set forth in this Privacy Policy.
- If our information practices change at any time in the future, we will post the policy changes to the Site so that you may opt out of the new information practices. It is your responsibility to check the Site periodically if you are concerned about how your information is used.

## 2.2 Data Protection

- Your information is protected by The Protection of Personal Information Act or POPI Act.
- Thus, you have the right at any time to prevent us from contacting you for marketing purposes; you also have the right to request us from deleting your data, and to then become unknown to us.
- When we send a promotional communication to a user, the user can opt out of further promotional communications by following the unsubscribe instructions provided in each promotional e-mail.

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it's all in your hands

- You can also indicate that you do not wish to receive marketing communications from us in the “Settings” section of the Site. Please note that notwithstanding the promotional preferences you indicate by either unsubscribing or opting out in the Settings section of the Site, we may continue to send you administrative emails including, for example, periodic updates to our Privacy Policy.

### **2.3 Third Party Websites**

- As part of the Service, we may provide links to or compatibility with other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information collected by us through the Site and the Service. Therefore, this Privacy Policy does not apply to your use of a third-party website accessed by selecting a link on our Site or via our Service.
- To the extent that you access or use the Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to use them.

### **2.4 Changes and Notifications**

- Profuture Tutoring reserves the right to change this policy and our Terms at any time. We will notify you of significant changes to our Privacy Policy by sending a notice to the primary email address specified in your account or by placing a prominent notice on our site. You will be requested to accept our updated Terms, and in case that you decline, your data will immediately be deleted.
- If you have any questions regarding any of these Terms and Privacy Policy, please contact us at [info@Profuture Tutoringtuition.com](mailto:info@ProfutureTutoringtuition.com).



### 3. Services

- Profuture Tutoring offers services such as group tuition for parents , website for selected schools .
- Our tutors do not teach but they tutor your child in that selected school that your child is registered at.
- Tutors control the methods, materials and all aspects of the lessons.
- Profuture Tutoring provides training in best practices, and further training to aid our Tutors to provide the best possible services to our students, parents and staff.
- Profuture Tutoring provides customer services to it's clients, and parents for their subscription services.

#### 3.1 Terms of Payments

- You understand and agree to abide by Profuture Tutoring's Tutor and Parent payment policies. You agree to all costs and payments. These costs include but are not limited to: (a) the cost of registration; (b) workshop fees; (c) cancellation fees; (d) subscription fees and (e) tutor time fees.
- Profuture Tutoring does not accept or deal in cash, and payment options include electronic funds transfer directly into our bank accounts (obtained from [www.profututretutoring.com](http://www.profututretutoring.com)) or via instant EFT, debit or credit card payments electronically via our Site.
- Profuture Tutoring commits to covering any fees with regards to accepting secure payments, but the client commits to covering the costs associated with refunds (a 30% admin fee to cover the associated).
- Our fees are disclosed on our Site, and Tutor payments will be made available on acceptance as a Tutor for Profuture Tutoring.

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## 3.2 Subscribing to the Services

- All Parents s are requested to supply Profuture Tutoring with their email, cell phone number and physical address.
- We gather each applicant's contact details, physical address, education history, ID document, and require a police clearance certificate and screening on the Sexual Offenders Registry in case the Tutor will be working with a minor.
- Our Client Relations Manager review tutor applications for each job, selecting the most appropriate (based on supplied information from the clients based on gender, age, location, language proficiency and other relevant factors).
- Profuture Tutoring controls and operates the Site from various locations and makes no representation that this website is appropriate or available for use in all locations. Profuture Tutoring services may not be available in your location, and available services may vary among locations. In addition, Profuture Tutoring will attempt to deliver all correspondence sent via the Site's messaging system. Profuture Tutoring does not, however, guarantee delivery of all messages.
- The client commits to always treat Profututre Tutoring staff and tutors with respect. Any form of disrespect, racism or prejudice will result in immediate termination of the client or parent.
- The client commits to ensure that all communication is friendly, professional and helpful. Any communication that is deemed inappropriate by The Tutor Company may result in termination of the client.

### (a) REGISTRATION PROCESS

Before registration, parents must know the registration requirements, which are:

- Child must be registered in that selected school.
- Child must complete/undergo the English assessment.
- R200 Tuition fee for that month.

Parents who do not satisfy the registration requirements **must not proceed** with the registration process **unless the manager** gives a go ahead with the registration process after consulting with his/her subordinate.

### (b) REGISTRATION SETUP

- For on-school site, registration for parent's must be captured on a hardcopy registration form or online [www.profutur tutoring.com/online-registration](http://www.profutur tutoring.com/online-registration) . Parents must be made aware that online registration is quick and efficient.
- PAYMENT OF REGISTRATION FEE
  - Payment during registration is accepted and is required.
  - Parents must also submit their banking details(card) for a monthly debit order which will be activated at a later stage or period.
  - Parents must then proceed to make a tuition fee payment of R200 by cash or EFT payment.
  - Payment reference is the child's name and surname.
  - Parent's EFT, bank deposit, and cash proof of payments must be emailed to [info@profutur tutoring.com](mailto:info@profutur tutoring.com) or sent to 067 903 7284 .
- DUPLICATE REGISTRATIONS
  - Any duplicate registrations received on the system will be cancelled.
  - This also applies to manual registration received.
- CANCELLATION OF REGISTRATION & REFUND
  - Parents who want to cancel their registration with us (Profuture Tutoring), must be given a cancellation form.
  - Cancellation forms must be requested at [info@profutur tutoring.com](mailto:info@profutur tutoring.com) with the subject CANCELLATION FORM.
  - Cancellation forms requested on WhatsApp groups/chat must be redirected on our email [info@profutur tutoring.com](mailto:info@profutur tutoring.com) with the proof of request (screenshot) .
  - The cancellation form is/will be made available on our website ( [www.profutur tutoring.com/forms](http://www.profutur tutoring.com/forms) )
  - If the parent account has balance that is due to him/her (advance payments) a refund application form must be completed and submitted to [info@profutur tutoring.com](mailto:info@profutur tutoring.com) and CC [esethumabaso@profutur tutoring.com](mailto:esethumabaso@profutur tutoring.com) .
  - The refund application must be processed within 2-3 days.
  - a 30% cancellation/processing fee must be charged on the parent's account to handle your administration process of your refund.

- TUTION FEES
  - Tuition fees are charged at R200 per month.
  - Cancellation/processing fees are 30% .
  - Tuition fee enquiries should be directed to [info@profuturetutoring.com](mailto:info@profuturetutoring.com) .
  - All finance enquiries must be directed to [info@profuturetutoring.com](mailto:info@profuturetutoring.com)
- PAYMENT OF TUTION FEES
  - Payments options are as follows:

HOW PARENTS MAKE PAYMENT			
Payment Option	Recommendation	Instructions	Proof of Payment
EFT (Electronic Fund Transfer)  Banking App Transfer	Yes	<b>Bank:</b> FNB  <b>Account holder:</b> Profuture Tutoring (PTY)LTD  <b>Account Number:</b> 629345388804  <b>Account:</b> Gold Business account.	<i>Parents must send proof of payment to:</i>  <a href="mailto:info@profuturetutoring.com">info@profuturetutoring.com</a>  <i>or WhatsApp our admin team</i> 067 903 7284
Bank deposit	Yes	<b>Bank :</b> FNB  <b>Account holder:</b> Profuture Tutoring (PTY)LTD  <b>Account Number:</b> 629345388804  <b>Account:</b> Gold Business account.	<i>Parents must send proof of payment to:</i>  <a href="mailto:info@profuturetutoring.com">info@profuturetutoring.com</a>  <i>or WhatsApp our admin team</i> 067 903 7284
Debit Order <i>(Coming Soon)</i>	Yes	Managers must register the parents banking details in the debit order	

Email us : [info@profuturetutoring.com](mailto:info@profuturetutoring.com)



[www.profuturetutoring.com](http://www.profuturetutoring.com)



		system during registration.	
Cash	<i>No (Cash payments are accepted but we do not recommend this payment option)</i>	Tutors who receive payments during the day, must record the payment using the cash receipt tracking form, and it must be submitted as soon as possible to the manager for auditing.	<p><i>Cash receipt tracking forms must be submitted as soon as possible to the manager for auditing.</i></p> <p><i>The manager audits the payments received and captures the payments on the system.</i></p> <p><i>Parents will receive the receipts on email.</i></p>

- UNPAID FEES (OUTSANDING & OVERDUE)
  - All tuition fees must be paid by the end of the month, should a parent have outstanding payments after 7 days of the due date, the parent's account will be charged with 5% interest every 7 days until the balance is settled to R0,00.
  - If we don't receive any payment(s) or payment arrangement within and after 20 days after interest, we will assume that the parent is no longer interested in the tuition classes/ program.
  - The registration of the parent will be temporarily cancelled until full payment is made.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

### 3.4 Safety

- Profuture Tutoring will not be responsible for your child's safety and security immediately after the lesson.
- We recommend that if you feel unsafe or uncomfortable about any aspect of the tutoring service or lesson to notify our Client Relations Manager immediately and/or take appropriate actions which might include contacting the authorities, such as the South African Police Service (SAPS), or a next of kin.
- By accepting our Services, you agree to these safety terms.



### 3.6 User Obligations and Conduct

- By using the Site or Services, you agree: a) that you are of legal age and can legally agree to these Terms on your own behalf or on behalf of a minor who will be using the Site or Services, b) to provide accurate, current, and complete information, c) to maintain the security of your password and identification, d) to keep your personal data and information accurate, current, and complete, and e) to accept all risks of unauthorised access to information and personal or non-personal information and data.
- You are solely responsible for all Content that you upload, post, or otherwise transmit using our Site. You agree not to upload, post or otherwise transmit content that: a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or deemed inappropriate by Profuture Tutoring or other users of the website, b) contains unauthorized disclosure of personal information, c) violates or infringes any copyright or intellectual property rights, or d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Profuture Tutoring reserves the right to edit or remove content that violates these Terms, that contains third-party commercial advertisements, or for any other legitimate reason.
- You agree to use the Site in a manner that is lawful and associated with its intent. Any use of the Site or Services that Profuture Tutoring deems inappropriate and/or offensive may result in suspension and/or termination of a User with or without notice.
- All clients and tutors agree that they will at all times communicate in a friendly, respectful and helpful manner. Clients are encouraged not to call tutors after hours and to be respectful of the professional boundaries. Any form of interaction deemed inappropriate by Profuture Tutoring will result in termination of services, and the client will be refunded for overpayments less the amounts for actual services rendered. It is important to note that The Tutor Company represents the interests of both tutors and clients.
- All communication regarding arrangements between the client and the tutor must occur over company authorised groups. Phone calls are not permitted and tutors are not required to answer any phone calls by the clients, and vice versa. Kindly note

that any transgressions of this terms of use may result in immediate suspension of the user accounts.

- Profuture Tutoring may from time to time utilize third party agencies to perform, among other things, criminal background checks, Sex Offender Registry checks, and identification verifications (“reports”).
- Profuture Tutoring is not responsible for accuracy, verification or validation of the outcome of these third-party findings or reports. You agree that Profuture Tutoring can at its own discretion choose to terminate services and any agreement with any or all parties in response to such findings and reports, without verification or validation.

### **3.8 Content Provided via Links**

- Profuture Tutoring may link you to other websites or resources from our Site. You acknowledge and agree that Profuture Tutoring is not responsible for the content, security and terms, conditions, policies or business matters regarding those sites.
- Profuture Tutoring does not endorse and cannot be liable for any content, advertising, products, or other materials or services from such sites or resources.
- Profuture Tutoring cannot be held liable for any claims of damage or loss arising from the use of such services.



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### 3.9 Intellectual Property Rights

- The use of the Profuture Tutoring Site in accordance with these Terms are granted for your own personal, non-commercial use (except agreed by Profuture Tutoring in writing), provided you do not remove any trademark, copyright or other notice contained on such content. Any other use is not permitted. Prohibited use includes, but is not limited to, using or incorporating content from the Site or any Profuture Tutoring Services or information, content, or other material in any database, compilation, archive, cache or any other form of usage unless agreed upon in writing by Profuture Tutoring.
- Profuture Tutoring maintains full ownership of any content developed by any employee, independent contractor or freelancer while providing agreed services with our approval.
- Profuture Tutoring maintains full use and rights to any trademark, copyright or slogan used in relation to our Site, Services or content. These rights are all relevant copyright and intellectual rights under the broadest definition of common law, and the laws governing the Republic of South Africa.

### 3.10 Termination and suspension

- Profuture Tutoring reserves the right to suspend and/or terminate any user with or without notice at any time in its sole discretion, for any reason or no reason. You agree that, if you are suspended and/or terminated, you will make no further use of the Site after termination or during suspension. Your personal information and Data will be deleted with immediate effect and you will become unknown to Profuture Tutoring.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## 4. Disclaimer of Warranties

- Any Tutor or Student uses the Site and our Services at their own risk. Profuture Tutoring disclaims all conditions (stipulated, implied or perceived), representations, and warranties of any kind, including any implied warranty of satisfactory quality or purpose.
- Profuture Tutoring does not warrant that the Site or Services will be a) error free, b) secure or safe c) uninterrupted, d) any material, content, information, products or services will be in line with your requirements, expectations or specific needs.

- You assume all risk for any loss or damage to your personal or other computer system or device when using the Site or Services.

#### **4.1 Limitation of Liability and Indemnity**

- You understand and agree that Profuture Tutoring has no control over the actions or omissions of any subscriber of Profuture Tutoring Services, thus Profuture Tutoring cannot be held liable for the performance, conduct, or ethics of any Tutor or Student whether on or off the Site.
- You expressly release Profuture Tutoring from, any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from any way or form related to the use of the Site or Services.
- Students and Tutors interact with each other independently of Profuture Tutoring. Profuture Tutoring will not be involved in or held responsible for disputes, claims, loss, injury, damage, arbitration or legislative matters of any kind that might arise during and after user interaction or the use of the Site or Services.
- You and Profuture Tutoring agree that the warranty disclaimers and limitations of liability in these terms have been read, understood, agreed upon, and accepted and that they have been used in the decision by each party to enter into this agreement. All parties agree that these Terms are fair and reasonable.

#### **4.2 Arbitration**

- Any controversy, claim, suit, injury or damage arising from or in any way related to the Site, its use, its employees and any Tutor or Student conduct, or the Terms, shall be settled by binding arbitration in line with any legislation or rules of arbitration of the Republic of South Africa.

### 4.3 Governing Law

- This Agreement shall be governed by and construed in accordance with the substantive laws, without regard to choice of law rules, of the Republic of South Africa.
- The Safety Policy/Terms are in line with National Child-Protection Legislation, and the Criminal Law (Sexual Offences and Related Matters) Amendment Act (No. 32 of 2007). All permanent employees of Profuture Tutoring Tuition, including all management staff and the directors must be screened against the Sexual Offenders Registry annually.

