



# Owlinker

## Terms and Conditions

### Introductions

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using <http://www.owlinker.com> (the “Site”) operated by Owlinker (“us”, “we”, or “our”).

Your access to and use of the Site is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

Your agreement with us includes these Terms of Use (“Terms”, “Terms of Use”) and our Privacy Policy. You acknowledge that you have read and understood the Terms, accept these Terms, and agree to be bound by them. If you disagree with any part of the terms then you may not access the Site.

If you need more information or any additional clarification with any of the Terms we have listed here, you can email us here at [info@owlinker.com](mailto:info@owlinker.com).

### Prohibited Use of The Site

By accessing the Site, you agree that you will not:

- Use the Site in violation of these Terms of Use;
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code, or allow any third party to do so;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Service in any way;
- Use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Site in a manner that sends more request messages to the Owlinker servers in a given period of time



than a human can reasonably produce in the same period by using a conventional on-line web browser;

- Use the Site in any manner that damages, disables, overburdens, or impairs any Owl linker website or interferes with any other party's use and enjoyment of the Site;
- Mirror or frame the Site or any part of it on any other web site or web page. Attempt to gain unauthorized access to the Site;
- Access the Site by any means other than through the interface that is provided by Owl linker for use in accessing the Site;
- Use the Site for any purpose or in any manner that is unlawful or prohibited by these Terms.
- Any unauthorized use of any Content or the Site may violate patent, copyright, trademark, and other laws.

## **Our Services**

Here's some information about all the ways you can enjoy using Owl linker.

Owl linker provides matching services between tutors and tutees. Each Tutor is self-employed. Tutee accept that any agreement or contract made with a Tutor for tuition services ("Tuition Arrangement") is with the Tutor and not with Owl linker. It is the responsibility of the Tutee and the Tutor to come to mutual agreement as to the terms of the Tuition Arrangement before undertaking the first official tuition lesson, e.g. time, location and duration after the Free First Trial Lesson.

Use of the Site is entirely at your own risk. You accept that Owl linker is not responsible or liable for any harm or damage that may occur as a result. All users and visitors to the Site agree not to promote an external business, product or service to any user or visitor of the Site without the express permission of Owl linker.

Any material or links you enter on the Website, or otherwise make (or allow any third party to make) available by means of the Site (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of what form the Content takes, which



includes, but is not limited to text, photo, video, audio, or code. By making Content available, you represent and warrant that your Content does not violate these terms.

By submitting Content to Owlinker for inclusion on the Site, you grant Owlinker a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting Tutors in general. If you delete Content, Owlinker will use reasonable efforts to remove it from the Site, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

When you communicate with other users via the Site or otherwise use the functions of the Site, you may submit to us various material, such as the text of any comments and messages submitted by you via the Site (“User Content”). When we receive User Content from you, we may check whether it complies with these Terms. We may reject your User Content for any of the following reasons:

- If it causes you to breach these Terms including any of your promises as set out in these Terms;
- For any other reason in our reasonable discretion.
- Without limiting any of the representations or warranties herein, Owlinker has the right (though not the obligation) to, in Owlinker’s sole discretion:
- Refuse or remove any content that, in Owlinker’s reasonable opinion, violates any Owlinker policy or is in any way harmful or objectionable; or terminate or deny access to and use of the Website to any individual or entity for any reason, in Owlinker’s sole discretion. Owlinker will have no obligation to provide a refund of any amounts previously paid.
- Owlinker has not reviewed, and cannot review, all of the material posted to the Site, and cannot therefore be responsible for that material’s content, use or effects. By operating the Site, Owlinker does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate.



## **Conditions particularly relevant to Tutees**

When contacting a potential Tutor through the Site, you will be required to submit information in relation to yourself (or the student on whose behalf you are acting), for example your email address, your tuition requirements, etc. In doing so, you agree for this information to be shared with the potential Tutor and Owlinker.

You acknowledge that your profile and some details entered by you on the Site, and/or including your full name and photo, will be publicly visible and may appear in search engine results.

Tutor rates (hourly or otherwise) are set by each Tutor for the services they are advertising, subject to any minimum amount allowed by Owlinker. Rates are inclusive of any applicable tax that the Tutor is liable for. The Tutee agrees that the final rate or any other fees is decided by Owlinker.

50% of the first 30 days (not the calendar month) of tuition fees will be collected by Owlinker as an agent commission.

For example, if the Tutor and the Tutee agrees to 2-hour lessons at \$30/hr twice a week, we will collect \$240 as an agent commission.

The commission is charged on the tutor and deducted from their tuition fees. However, Owlinker requires Tutees to facilitate the process for us to claim the commission on the tutor (by paying directly to the agency on the tutors' behalf). The agent commission shall be paid by the Tutee directly to Owlinker. The first 30 days tuition fee is due to be paid by the Tutee to Owlinker within 5 working days after all lessons has been fulfilled by the Tutor. Payments will be made via cheque, cash, or other form of payment agreed upon by Owlinker and the Tutee. Owlinker will then return the remaining tuition fee to the Tutor after collecting 50% of the tuition fees as an agent commission. Any payments withheld by the Tutee for any reason will be considered a breach of agreement and may incur legal actions towards the Tutee.

## **Conditions particularly relevant to Tutors**

Owlinker promotes a “Free First Trial Lesson” policy to potential Tutees. You agree to incorporate this policy as part of your Tuition Agreement with every Tutee, namely the guarantee that, if for any reason the Tutee is dissatisfied with your first lesson, you will not charge them for it (and will provide a full refund if



the lesson was paid for in advance). This policy is designed to promote you to potential Tutee, and from experience, is seldom invoked. Failure to honour the Free First Trial Lesson policy will lead to suspension from the Site.

You should aim to reply to matching enquiries suggested by Owlinker within an arranged period of receipt, whether or not you are available to enter into a Tuition Arrangement. Failure to respond within the arranged period of time will be made assumed that the Tutor is unavailable to commit to the current Tuition Agreement and will be passed on to another potential match.

You are required to be able to provide evidence of any claimed qualification(s) or background check(s) if requested by a Tutee during or prior to a Tuition Arrangement. The requirement for a background check for individuals offering tuition varies from Tutee to Tutee, and is sometimes compulsory. You agree that you will comply with all such relevant legal responsibilities when using the Site.

If you feel that a Tutee's review is unfairly impacting your reputation, you may contact Owlinker to ask for the review to be examined. Owlinker reserves the right to remove or edit hours, ratings, reviews and responses as it deems fit.

Tutors set their own rate (hourly or otherwise) for the services they are advertising, subject to any minimum amount allowed by Owlinker. Rates must be a whole number, and inclusive of any applicable tax that you are liable for, so that Tutor prices can easily be compared by users of the Site. If you feel that an additional fee is required, for example a travel fee, this may be discussed with the potential Tutee and your hourly rate modified accordingly. Tutors agree that Owlinker will make the last decision in regards to the choice of Tutee and the respective tuition rate.

When creating your profile for the Site, you warrant the accuracy of the information posted and agree not to submit any false or misleading information. Multiple profiles or identities for a single person are not allowed. You agree not to promote a business, an organisation or other websites.

You acknowledge that your profile and some details entered by you on the Site, and/or including your full name and photo, will be publicly visible and may appear in search engine results.

You are responsible for maintaining the security of your account and listed profile, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with your listed profile. Owlinker reserves



the right to deactivate your account if your profile or behavior is deemed to be unsatisfactory or inappropriate.

## **Free First Trial Lesson**

Owlinker requires Tutors to guarantee that their first lesson with a Tutee if not satisfactory to the Student, will be free of charge (“Free First Trial Lesson”). Failure of the Tutor to honour the Free First Trial Lesson will lead to suspension of the Tutor from the Site. If you believe a Tutor is in breach of this policy, please raise this with them in the first instance; if this does not resolve the situation, please contact Owlinker.

Each Tutee is entitled to three (3) Free First Trial Lesson of a Tuition Arrangement. For example, if the Tutee has decided not to engage with the first Tutor that Owlinker has matched for them after the trial lesson, the Tutee is entitled to the second free trial lesson with the next suitable Tutor that Owlinker has selected for them.

Each Tutor has three (3) Free First Trial Lesson opportunities of the various Tuition Arrangements from Owlinker. For example, if the Tutee has decided not to engage with the Tutor, the Tutor has two more trial lesson opportunities with other suitable Tutees that Owlinker has selected for them.

## **Cancellations**

The Tutee and Tutor agrees to notify Owlinker at least 48 hours in advance prior to the next upcoming lesson in any case of cancellations. Late cancellations on either party will incur a 50% of 1-lesson fee as compensation.

If the tutor breaches ethical code of conduct, the commission may be 100% and tutor will be removed from our database.

We reserve the right to determine, by its sole discretion the final commission for each and every tuition assignment.

## **Termination**

In the event that the Tuition Arrangement falls through after one or two lessons, Tutee shall be required to pay for all agreed lessons, whether or not they have



been conducted. We will collect the fees and pay the Tutor 50% of the amount we've collected accordingly.

We may terminate or suspend access to our Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Content**

The Site is based upon proprietary Owlinker technology and includes the Content. The Site is protected by applicable intellectual property and other laws, including trademark and copyright laws. The Site, including all intellectual property rights in the Site, belongs to and is the property of Owlinker or its licensors (if any). Owlinker owns and retains all copyrights in the Content. Except as specifically permitted on the Site as to certain Content, the Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Site, in whole or in part, by any means. Owlinker, the design, the Owlinker logos, and other marks used by Owlinker from time to time are trademarks and the property of Owlinker. The appearance, layout, color scheme, and design of the Owlinker.com site are protected trade dress. Customer does not receive any right or license to use the foregoing. Owlinker may use and incorporate into the Site or the Owlinker Service any suggestions or other feedback you provide, without payment or condition.

## **Links To Other Web Sites**

Our Site may contain links to third-party web sites or services that are not owned or controlled by Owlinker. Owlinker has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Owlinker shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. If you use the links to the web sites of Owlinker affiliates or service providers,



you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites.

## **Privacy**

Your use of the Site is subject to Owlinker's Privacy Policy, available at <http://www.owlinker.com/privacy-policy/>

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 (change this) days' notice prior to any new terms taking

## **Contact Us**

If you have any questions about these Terms, please contact us at [info@owlinker.com](mailto:info@owlinker.com)