

## **1.0 Definition**

1.1 Account means the registered user profile of an individual Tutor, on a basis of the Account Details

1.2 Account Details means the collection of personal information, bank details and other required information in relation to a Tutor

1.3 Agreement means this agreement between YouTutor and a Tutor, as well as any documents referred to in it

1.4 App means the software applications called 'YouTutor' or YouTutor authorized application which can be downloaded and installed on mobile telephones and/or tablets

1.5 Customer/Student/Parent means students or parents who use YouTutor Website or App

1.6 Management Fee means the fees that are charged by YouTutor based on the total Tuition Fee collected. Management Fee includes transaction fee, service fee and commission fee.

1.7 Tuition Fee means the fee payable by a Customer for one-month Tuition Session or certain period of course

1.8 Tutor Payout means the portion of the Tuition Fee which is Your payment for one-month Tuition Session after deduction of the Management Fee.

1.9 Tuition Session means tuition between the Customer and a Tutor through Website or App

1.10 Tutor/You/Yours means the individual tutor agreeing to these terms and conditions as specified in the Account Details

1.11 Website/YouTutor System means [www.yoututor.my](http://www.yoututor.my) or [www.yoututor.com.my](http://www.yoututor.com.my)

1.12 YouTutor/We/Our/Us means YouTutor Sdn Bhd

## **2.0 Introduction**

2.1 YouTutor is an online learning platform which specializes in tuition referral and education-related services to tutors and parents/students.

2.2 Tutors are the partners of ours. To help us serve you better, please take the time to review the following terms and conditions.

2.3 By using YouTutor learning platform, you agree to these terms and conditions. YouTutor reserves the right to alter the service agreement without prior notice.

## **3.0 YouTutor Responsibilities**

3.1 YouTutor is an online learning platform and does not provide tutoring services to Students

3.2 YouTutor provides introductions of Tutors to Customers and vice versa

3.3 YouTutor collects fees from the Customers on behalf of the Tutor

3.4 YouTutor is responsible to discuss and collaborate with Tutors regarding any promotions that suggested by Tutors to attract more students.

3.5 YouTutor does not automatically accept all Tutor applicants. Review is needed for Tutor registration

#### **4.0 Tutor Registration**

4.1 YouTutor does not automatically accept all tutor applicants. Review is needed for Tutor registration

4.2 Tutor must provide accurate and complete information

4.3 You are responsible for safeguarding and maintaining the confidentiality of your Account Details.

4.4 You agree not to disclose your Account Detail to any third party and that you are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of your Account on the Platform, whether or not you have authorized such activities or actions.

#### **5.0 Tutor Responsibilities**

5.1 Tutors must provide Us with the accurate Account Details

5.2 Tutors must plan each Tuition Session

5.3 Tutors should carry out the Tutoring Services in a professional manner with due skill diligence and care

5.4 Tutors are responsible for the content of lessons. These are to be carried out with proper preparation in accordance with a particular subject of study and/or relevant exam syllabus

5.5 Tutors must discuss with their own students through YouTutor authorized App if there are any changes of Tuition Session such as time, date and duration of Tuition Session and give the written notice to YouTutor via email [support@yoututor.my](mailto:support@yoututor.my). YouTutor is not responsible to any dispute which caused by changes of Tuition Session.

5.6 Tutors must not terminate the Tuition Session with Students within the period as stated in Course Creation Form.

5.7 Tutors are expected to be responsive when contacted by YouTutor. If you persistently fail to respond to communication from YouTutor (via email or telephone or both) within 48 hours then we reserve the right to remove you from our list, and considered as termination of your service. (*Refer to 8.0*)

5.8 Tutors must not hold yourself out as an employee or contractor of YouTutor.

## 6.0 Tutor Authorisation and Status

6.1 YouTutor is not Your employer and that You are not an employee of YouTutor

6.2 You will not seek any benefits from YouTutor that are associated with rights under an employee relationship

6.3 YouTutor is an intermediary operating platform that enables You to offer the Tuition Session to Student.

6.4 The Tuition Fees are decided by Tutor.

6.5 The time and durations of Tuition Session are decided by Tutor.

## 7.0 Payment

7.1 The Customer will pay the Tuition Fee once enrolled to Your course via YouTutor Website

7.2 YouTutor collects fees due from Customers and passes them on to you.

7.3 Transaction Fee is calculated as 3.12% or RM1.50, whichever is higher, of the final purchase amount paid by Customer, rounded up to 2 decimal places. The transaction fee is directly deducted from the Tutor Payout.

7.4 A Service Fee of RM2.80 per calendar month will be charged for a Student account who enrolled to Your course or RM78.90 in total whichever is higher. The service fee is directly deducted from the Tutor Payout.

7.5 Tutors will be given a referral link. YouTutor charges 0% commission fee for tutor's referees and 18% commission fee otherwise. The commission fee is directly deducted from the Tutor's payout.

Fee	Tutor's Referees	Not Tutor's Referees
Transaction Fee	3.12% or minimum RM1.50	3.12% or minimum RM1.50
Service Fee	RM2.80 per month	RM2.80 per month
Commission Fee	0%	18%

Table 1

Example 1:

Your referee purchased your course:

Student paid monthly amount [Monthly Tuition Fee – Promotion (if any)]	RM60
<b>Fees</b>	
Transaction Fee	-RM1.88 ← $RM60 \times 3.12\%$
Service Fee	-RM2.80
Commission Fee	-RM0 ← $RM60 \times 0\%$
Tutor's Payout	RM55.32

Example 2:

Not Your referee purchased your course:

Student paid monthly amount [Monthly Tuition Fee – Promotion (if any)]	RM60
<b><u>Fees</u></b>	
Transaction Fee	-RM1.88 ← $RM60 \times 3.12\%$
Service Fee	-RM2.80
Commission Fee	-RM10.80 ← $RM60 \times 18\%$
Tutor's Payout	RM44.52

7.6 Tutor will receive monthly payout statement from YouTutor admin panel.

7.7 Payments will be made on the 1<sup>st</sup> working day of the next month.

7.8 You will not be paid directly by the Customer. You must not accept any payment direct from the Customer without written permission from YouTutor.

7.9 You must not privately deal with Customer to arrange other payment type or Tuition Session without written permission from YouTutor. Should you do so, all the advertising fees, including marketing fees, design fees and service fees spent by YouTutor will be charged on you and payable to YouTutor and shall be actionable through the courts without further notice on you.

## **8.0 Commission Fee**

8.1 Tutor will receive the commission rate of 6% if a student from his/her referral link purchases a course.

8.2 Tutor will receive monthly commission statement from YouTutor admin panel.

## **9.0 Termination**

9.1 If the Tutor wish to terminate the regular Tuition Session, we require at least 3 months' prior notice. This must be given in writing via email to [hr@yoututor.my](mailto:hr@yoututor.my)

9.2 If the Tutor wish to terminate the regular Tuition Session within 3 months, tutor must give a written notice via email to [hr@yoututor.my](mailto:hr@yoututor.my). All the advertising fees, including marketing fees, design fees and service fees spent by YouTutor will be charged on you and payable to YouTutor and shall be actionable through the courts without further notice on you.

## **10.0 Confidentiality**

10.1 Confidential Information means all information of a Party (Disclosing Party) disclosed to the other Party (Receiving Party), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given in nature of the information and the circumstances of disclosure, including the term and conditions of this Agreement, the Customer Data, business and marketing plans, technology and technical information, product designs and business processes.

10.2 The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

## **11.0 Truthfulness and Accuracy**

11.1 The Tutor warrants and represents to YouTutor that all written and oral statements and information provided by the Tutor to YouTutor for the purpose of or in connection with the Tuition Session, including (but not limited to) personal information about the Tutor and/or your qualifications, credentials, references and suitability for providing the Tuition Session were when provided, and remain, true, complete and accurate.

## **12.0 Penalty**

12.1 Tutors agree to comply with all terms set out in this agreement, and especially those relating to the clauses on confidentiality and secrecy obligation. In case of every single violation of this obligation of confidentiality as set out in this agreement hereof the Tutor shall pay a penalty at the amount of damages suffered by YouTutor, which shall be determined by us within its reasonable discretion.