

Terms & Conditions

1) General

1.1 This agreement contains the entire understanding and agreement between the User and Platute Pty Limited with respect to its subject matter.

1.2 These are the terms and conditions referred to in the "Platute" application.

1.3 These standard terms and conditions apply to all users of the "Platute" application when they use the "Platute" application for any purpose.

2) Definitions and Interpretation

2.1 "Platute" refers to any applications, websites or products under the brand name Platute, which refers to the company of Platute Pty Limited Property that includes any type of right, interest or thing which is legally capable of being owned.

2.2 "Platute", "Company", "us", "our" "ourselves" or "we" refers to Platute Pty Limited (ABN 67 638 488 712).

"You", "your", "yourselves" or "themselves" refers to a user that access or use our Website: <https://platute.com/> ("Site") or "Platute" platform.

2.3 Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

2.4 "The Services" means all tutoring services that the Tutor performs for the Customers of Platute Pty Limited.

2.5 "Student" means the person to whom Tutoring Services are agreed to be provided;

2.6 Subject to the laws of New South Wales, these standard conditions will prevail in any conflict between them and the terms of offer and acceptance by the Tutor or Student.

2.7 "Tutor" means any Tutor that has signed this Agreement with the intent of providing Tutoring Services on behalf of Platute Pty Limited.

3) Scope of Platute services

3.1 The "Platute" application is a platform that permits users to publish Tutoring offers or requests that :

(a) allows a Student to purchase a one-on-one or a group session from a Tutor;

(b) allows a Student to choose and purchase a pre-recorded material provided by a Tutor or by the Platute platform itself.

3.2 Platute reserves the right to cancel or alter any offers made by users, prior to their acceptance.

3.3 If a tutor accepts a student's offer on the "Platute" Application, a tutoring agreement is created between the tutor and student which requires the tutor to provide tutoring Services to the student.

3.4 For in person sessions, at the start of a tutoring session, the tutor must show the session's QR code to the student and the student must scan the QR code at the start of the session to

start the session. Platute have the right to not pay the tutor if the QR Code is not scanned by the student.

3.5 Upon the creation of the tutoring agreement, Platute has rendered a service to the users.

3.6 Once the tutoring agreement is created the tutor and student may alter the details of it.

3.7 The Tutor must provide the service required under the tutoring agreement to the best of his/her abilities.

4) Academic Misconduct

4.1 Academic Misconduct includes any form of unacceptable or improper behaviour by any person within the scope of this Agreement which:

- hinders the pursuit of academic excellence;
- could affect the validity of any examination or assessment process or that of the examination or assessment itself;
- may constitute a lack of transparency, honesty or integrity connected to a course, examination or assessment process;
- seeks to gain for themselves, or for any other person, any academic advantage or advancement through the improper use of Platute facilities, information or the intellectual property of others;
- may constitute a failure to comply with the principles or specific provisions of Platute policies relating to the conduct of research and includes but is not limited to conduct in, or in connection with, research that is dishonest, reckless or persistently negligent and/or seriously deviates from accepted standards within the research and scholarly community for proposing, conducting or reporting research;
- may constitute a failure to comply with the principles or specific provisions of general practice in relation to Academic Misconduct adopted in different policies and general terms and conditions of different educational institutions in Australia;
- may bring the Company into disrepute in an academic context; or
- any attempt to engage in any of the conduct described in this clause.

5) User Roles and Obligations

5.1 At all times a user must:

- Comply with this agreement and all applicable laws and regulations.
- Post accurate information on the "Platute" Application.
- Promptly, efficiently and skillfully perform obligations to other users under a Tutoring contract.
- Ensure that you are aware of any laws that apply to you as a Tutor or Student or in relation to using the Platute application.

5.2 Users agree to use any content on Platute for any commercial purpose.

5.3 Users agree to not use Platute for any illegal or immoral purpose.

5.4 Users agree to maintain control of their accounts at all times and to not sell or transfer their account to any other person or entity.

5.5 Users grant Platute an unrestricted, worldwide, royalty-free license to use, reproduce, modify and adapt any content or information posted on the "Platute" application. Users agree to allow Platute to use the information to promote their services.

5.6 Users agree to not post information on the “Platute” application that could potentially cause harm to Platute or any other person.

5.7 Users agree not to post any offers that could potentially be misleading, deceptive or fraudulent.

5.8 Users grant Platute the total, payment-free right to use their real-time location to assist other users in obtaining their services.

5.9 All Tutors are required to have a right to provide services under a contract and to work in Australia. Tutors must comply with with tax and regulatory obligations

5.10 If Platute determines at its sole discretion that you have breached any obligation under this clause, it reserves the right to remove any of your content and cancel/suspend your account.

5.11 Users agree not to share contact details, e.g. phone number, email, or any other form of communication and agree to communicate within the Platute infrastructures only.

5.12 Tutors who share contact details on first offense accept risk of Platute doubling its commission to 32% and upon second offense risk termination from the platform.

5.13 Students agree to waive their right to customer service and assistance from Platute regarding any issues upon breach of clause 5.11 communication terms.

5.14 Students agree not to request Tutors to sit their academic exams or any other likewise assessment run by external institutions, and accept Platute’s right to terminate their account from the platform upon discovery of the same.

5.15 The following duties shall be required of Tutor:

- To check his/her Platute tutor account and email account on a regular basis, making sure to update his/her profile in a timely manner.
- For in person sessions, to travel to/from the tutoring location, arriving on time and fully prepared for each lesson.
- To closely monitor student improvement and provide quality, ethical instruction to students at all times.
- To stay in touch with our Office Staff, making sure to return any app, phone or email messages promptly.
- To continually update his/her profile on Company website/app.
- To comply with this Agreement and all applicable laws and regulations.
- To post accurate information on the “Platute” Application.
- To promptly, efficiently and skillfully perform obligations to other users under a tutoring contract.
- To ensure that you are aware of any laws that apply to you as a tutor in relation to using the Platute application.
- To agree to not use Platute for any illegal or immoral purpose.
- To agree to maintain control of their accounts at all times and to not sell or transfer their account to any other person or entity.
- To grant Platute an unrestricted, worldwide, royalty-free license to use, reproduce, modify and adapt any content or information posted on the “Platute” application. The tutor agree to allow Platute to use the information to promote their services.
- To agree to not post information on the “Platute” application that could potentially cause harm to Platute or any other person.

- To agree not to post any offers that could potentially be misleading, deceptive or fraudulent.
- To grant Platute the total, payment-free right to use their real-time location to assist other users in obtaining their services.

5.16 All tutors are required to have a right to provide services under a contract and to work in Australia. Tutors must comply with tax and regulatory obligations.

5.17 If Platute determines at its sole discretion that you have breached any obligation under any clause, it reserves the right to remove any of your content and cancel/suspend your account.

5.18 Tutors agree not to share contact details, e.g. phone number, email, or any other form of communication and agree to communicate within the Platute infrastructures only.

5.19 The tutor cannot, without Platute's explicit written permission, subcontract the whole or any part of the tutoring agreement with a student.

5.20 Tutor warrants that all resumes, references, and other biographical information provided to the Company are wholly accurate and complete, and understands that the inclusion of any false, incomplete, or misleading information in these documents is grounds for Company immediately ending this Agreement, without any liability on the Company. Tutor also allows the Company to conduct a background investigation of Tutor at any time and for any reason.

6) Platute roles and obligations

6.1 Platute role is only to provide the "Platute" platform, which enables users to offer or request Tutoring services from other users

6.2 Platute only permits individuals over 18 years of age to become users.

6.3 Users must be natural persons not business entities

6.4 Platute retains the absolute discretion to refuse to allow any person to register or to suspend or terminate any account

6.5 Platute accepts no responsibility for any aspect of user to user interactions

6.6 Platute accepts no liability and makes no warranty as to the truth of any information provided by users

6.7 Except for liability in relation to a non-excludable condition, the Platute service is without warranty or condition, express or implied.

6.8 Platute has no obligation to any user to assist them or involve itself in any disagreement between users. Despite this, Platute retains the right to use reasonable methods to resolve such a dispute.

7) Indemnity

7.1 Tutor agrees to indemnify, defend, and hold the Company and its successors, officers, directors, Tutors and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including legal fees) of third parties.

8) Payment - Tutors

8.1 Upon the creation of a Tutoring contract, the Tutor owes Platute the Service Fee of 16% of the revenue and agrees to absorb the customer's bank transaction fees associated with a booking. The Service Fee will automatically be deducted from the agreed price.

8.2 Platute may offset any fees against any funds or payments owed to a user of "Platute".

8.3 Platute retains the right to introduce new fees or change the present fee structure. Platute endeavors to notify users of relevant changes.

8.4 Tutors are permitted to cancel the session at any time, although agreeing to incur transaction fees.

8.5 The Tutor also understands that:

- He/she will be compensated only for the time he/she is in the Company classroom (online/offline) conducting a session, plus time spent waiting for students during scheduled hours.

8.6 The Tutor agrees to provide the Company with all relevant tax information, including a valid Australian Business Number (ABN) and/or any Goods and Services Tax (GST) registration under which you provide or intend to provide the Services under;

8.7 The Company does not deduct any tax from your pay. You as the Tutor have sole responsibility to pay all income tax and other required contributions in relation to all charges and sums payable to the Tutor by the Company and shall be responsible for completing and submitting all relevant assessments, returns and other information to the appropriate government and private bodies as necessary by law in relation to such charges and sums, based on your own tax advice for your business;

8.8 If a Tutor does not quote his/her ABN to us and we are not satisfied that one of the exclusions rules applies, we must withhold the top rate of tax from the total payment on the understanding that an ABN will be quoted later and send the withheld amount to Australian Taxation Office ("ATO").

8.9 You shall indemnify the Company and keep the Company fully and effectively indemnified on demand against all income tax, contributions and related penalties and/or interest in respect of any charges paid or payable by the Company to the Tutor for the Tutoring, and any reasonable costs incurred by the Company in recovering any such sum due by the Tutor to the Company under this paragraph.

- He/she may take on other assignments from the Company such as conducting demos by appointment, helping with exam creation or other special projects offered by the Company for which he/she will be compensated at the rate agreed between the Company and the Tutor.

- He/she will not be compensated for waiting time during hours which are not scheduled.

- The Company does not guarantee the Tutor any amount of work.

8.10 The Tutor agrees that the Company can withhold payment because the Tutor is in breach of this Agreement.

9) Payment - Students

9.1 Students will only be charged upon acceptance of their booking request by a Tutor, and will not be charged for pending booking cancellations.

9.2 Students will not be refunded for time lost if they are absent or late to a session

9.3 Students will receive a full refund if a Tutor is absent from a session.

9.4 Upon the creation of a Tutoring contract, students owe the Tutor the amount agreed to in the Platute Application. The fee will automatically be deducted from the Student's selected payment method using the details provided.

9.5 Platute may restrict a user's account until all fees have been paid.

9.6 To receive a full refund, a student must cancel before or within 15 minutes of the Tutor accepting the booking request. If the student cancels more than 72 hours before the session is due to start, they will receive a 90% refund of the total price. If the student cancels within 72 hours of the session starting they will receive a 60% refund of the total price. If the student is absent for the scheduled session, there will be no refund.

9.7 If the Tutor ends a session early, the student will receive a refund for the proportion of the session not completed. However, no refund will be afforded to students who end a session early.

10) Price

10.1 The contract price for tutoring includes:

- All charges for the performance of the tutoring service
- All amounts payable for the use of intellectual property rights

10.2 Tutors are not permitted to charge Students any fee that is in addition to the agreement price on the "Platute" application.

10.3 Tutors are fully responsible for ensuring that all taxes, duties and other imposts that apply to their service are paid in accordance with the laws of New South Wales.

10.4 The Company retains the right to introduce new fees or change the present fee structure. Platute endeavors to notify tutors of relevant changes.

11) A summary of how payment works in Platute

11.1 Platute does not store your credit/debit card details.

11.2 Online payments are passed via a secure socket layer, tokenised, and stored on Stripe servers.

11.3 Stripe is our choice of payment gateway. Stripe is a PCI compliant payment processor which ensures that your information is being handled in accordance with industry security standards.

12) How payment works for scheduled booking:

12.1 Platute does not charge your credit/debit card on sending the booking request.

12.2 The amount is debited/charged from your card only when the booking request is accepted by the Tutor.

12.3 If the tutor rejects your booking request, no money will be charged from your card.

12.4 If the tutor didn't show up or cancelled the accepted booking, the full amount will be refunded to your Platute wallet.

12.5 If the tutor ends the ongoing booking session early, the amount for the remaining minutes will be refunded to your Platute wallet.

12.6 If you cancel the booking request before the tutor accepts, no money will be charged from your card.

12.7 If there are insufficient funds in your card/wallet when the tutor accepts your booking request, the request will be automatically cancelled.

12.8 If you cancel the accepted booking request after the scheduled session start time, no money will be refunded.

12.9 If you cancel the accepted booking request within 72 hours before the scheduled session start time, 60% of the money will be refunded to your Platute wallet.

12.10 If you cancel the accepted booking request more than 72 hours before the scheduled session start time, 90% of the money will be refunded to your Platute wallet.

12.11 If you cancel the accepted booking request within 30 minutes after the booking request is accepted, 100% of the money will be refunded to your Platute wallet except for the transaction fees.

12.12 The amount in the Platute wallet can be used for subsequent bookings/group classes.

13) How payment works for group class

13.1 Platute charges you debit/credit card when you enrol in the group class.

13.2 If the tutor cancels the group class, full amount will be refunded to your Platute wallet.

13.3 If the tutor ends the group class early, the amount for the remaining minutes will be refunded to your Platute wallet.

13.4 The amount in Platute wallet can be used for subsequent bookings/group classes.

13.5 If you leave the group class after the scheduled start time, no money will be refunded.

13.6 If you leave the group class within 72 hours before the scheduled start time, 60% of the money will be refunded to your Platute wallet.

13.7 If you leave the group class more than 72 hours before the scheduled start time, 90% of the money will be refunded to your Platute wallet.

14) WORKING WITH CHILDREN CHECK CLEARANCES

14.1 If the provision of the Agreement requires the Tutor to come into contact with children, the Tutor must comply with all Local Laws related to working with children.

14.2 If applicable, the Tutor will be required to undergo a Working with Children ("WWC") check as an essential requirement of his/her position.

14.3 The Tutor must obtain a WWC Check at their own cost and/or renewing a WWC check when applicable. A copy of WWC check must be given to the Company before the Tutor provides any services under this Agreement in child-related work.

14.4 The Tutor must immediately inform the Company if the Tutor have had a change to his/her criminal record.

14.5 The Tutor who does not hold the correct type of WWC Card is not permitted to undertake child-related work.

14.6 The Tutor will be solely liable for any breach under this clause 11.

15) Agents

15.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this agreement.

15.2 Users have no authority to bind Platute or its related entities in any way whatsoever.

16) Variation

16.1 This Agreement may not be modified or varied except by amendment reduced to app updates and agreement via our platform. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof. The Company is not required to

take into consideration special considerations or contextual events when deciding whether to vary this contract.

17) Termination

17.1 Either you or Platute may terminate your account and this agreement at any time for any reason.

17.2 Termination of this agreement does not affect any Tutoring contracts that have been formed between "Platute" users. If you have entered a Tutoring contract you must comply with the terms and conditions of that Tutoring contract including providing the Tutoring services or paying the agreed price.

17.3 The sections of the agreement on payment, limitation of liability and indemnity and insurance will survive the termination or expiration of this agreement.

17.4 If your account is terminated for any reason you cannot without Platute's consent create further accounts. Platute reserves the right to terminate any other accounts you operate.

17.5 The Company may terminate the use of Tutor's services if his/her performance of official work duties is deemed to be ineffective, inappropriate or insufficient.

18) Limitation of Liability

18.1 We are not responsible for any syllabus or content taught by a Tutor to a Student, the Tutor is solely responsible, and should check if all subject content is taught correctly. Professional Indemnity rests solely with the Tutor.

18.2 To the extent permitted by law, the Company's total liability arising out of or in connection with the Website, Communication, the Services or the Terms, however arising, including under contract, tort, negligence, in equity, under statute or otherwise, is limited to the Company re-supplying the Services to the Tutor, or, at the Company's option, the Company refunding to the Tutor the amount it is owed for the Services to which its claim relates. The Company's total liability to the Tutor for all damages in connection with the Services will not exceed the price paid by or owed to the Tutor under these Terms for the 12 months period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.

18.3 The limitations of damages set forth above are fundamental elements of the basis of the bargain between the Company and the Tutor. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the Tutor.

18.4 This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms insure to the benefit of the Company.

18.5 To the extent permitted by law, the Company disclaims all liability for any loss or damage of any kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed arising or in any way connected to transactions between users. This term does not apply to the breach of non-excludable conditions.

18.6 To the extent permitted by law, the Company disclaims all liability for any loss or damage of any kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed

arising or in any way connected to transactions between users that results in consequential loss. This term does not apply to the breach of non-excludable conditions.

18.7 Where there is a non-excludable liability, the liability of the Company is limited to the sum total of payments made by the relevant user/s during the 12 month period prior to the loss or damage.

18.8 Providing a replacement service for a user is not an admission of liability by the Company.

19) Privacy

19.1 All users consent to and authorize the use of their personal information in accordance with the "Platute" privacy policy (available on our website).

19.2 This privacy policy can be updated at any time without notice.

19.3 Platute endeavors but in no way guarantees to keep users' details anonymous to non-users.

20) Confidentiality and Ownership

20.1 Tutor recognizes and acknowledges that the Company possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Company relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, lists of current and prospective customers, marketing plans, and trade secrets of every kind and character. Tutor agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, excepting materials prepared in whole by Tutor and whether or not disclosed to or entrusted to Tutor's custody. Tutor agrees that the Tutor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company.

20.2 To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Tutor in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the Company. To the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Tutor hereby irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Tutor's rights in the same are not subject to assignment hereunder, Tutor hereby irrevocably and unconditionally waives all enforcement of such rights. Tutor shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created in whole by Tutor as part of its services under this Agreement shall be owned jointly by both the Company and the Tutor.

20.3 Upon termination of Tutor's services under this Agreement, and for a period of two (2) years thereafter, Tutor will not in any way, directly or indirectly, on Tutor's own behalf or on behalf of or in conjunction with any person, partnership, firm, or corporation solicit, entice, hire, employ, or endeavor to employ any of the Company's employees.

Tutor, further for a period of two (2) years following the termination of Tutor's services under this Agreement, will not divulge to others or use for Tutor's own benefit any confidential information obtained during Tutor's engagement relating to the Company's business and operations or its affiliates involving strategy, customer lists, lists of prospective customers, employee lists, number and location of representatives, new and existing programs and services, prices and terms, and any other proprietary information as may exist or be developed from time to time.

20.4 All users consent to and authorize the use of their personal information in accordance with the "Platute" privacy policy (available on our website). This privacy policy can be updated at any time without notice.

20.5 Platute endeavors but in no way guarantees to keep users' details anonymous to non-users.

21) Special Conditions

21.1 This contract applies to any special conditions conferred in any transaction. If there are any inconsistencies between the terms of a special condition and the terms of this standard contract, the standard contract, to the extent of the inconsistency will prevail.

22) Warranty

22.1 The Tutor must meet all costs of, and incidental to, the discharge of warranty obligations, including travel, time and material costs. Tutor will not be reimbursed for any materials purchased for their own use. The Company shall not be obligated to reimburse the Tutor for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance. However, Tutors are encouraged to keep close track of any businesses-related expenses (such as books, car mileage or gas costs) for tax write-off purposes for their own individual tax return.

22.2 Tutor warrants that the Tutor's agreement to perform the Services pursuant to this Agreement does not violate any agreement or obligation between Tutor and third party; and that the services as delivered to the Company will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and that the Services provided by Tutor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. All Services shall be performed in a timely manner and shall meet deadlines agreed between Tutor and the Company

23) Disputes

23.1 If any dispute arises between the parties in connection with this Agreement (Dispute), then either party may notify the other of the Dispute with a notice (Dispute Notice) which:

- i. Includes or is accompanied by full and detailed particulars of the Dispute; and
- ii. Is delivered within 5 Business Days of the circumstances giving rise to the Dispute first occurring.

23.2 Within 5 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.

23.3 A party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.

23.4 Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

23.5 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

24) Severability

24.1 If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

25) Additional Acknowledgements

25.1 Both parties acknowledge and agree that:

(a) the parties are executing this Agreement voluntarily and without any duress or undue influence;

(b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and

(c) the parties have sought the advice of a lawyer of their respective choice if so desired prior to signing this Agreement.

(d) No agency, partnership, joint venture, employee-employer or other similar relationship is created by this agreement.

(e) Tutors have no authority to bind the Company or its related entities in any way whatsoever.

26) Applicable Law

26.1 This contract will be governed by and construed in accordance with the laws in force in the State of New South Wales.

26.2 The Company and all users agree to submit to the exclusive jurisdiction of the courts of the State of New South Wales.

26.3 Those who access or use the Platute services from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable laws and regulations, both in New South Wales and abroad, including export and import regulations.