TUTOR
TERMS & CONDITIONS

Sophia Technologies Ltd.

This Agreement sets out the terms that apply to your use of the Website and/or the App and/or the Tutor Engagement Service, to the exclusion of all other terms and conditions.

The Tutor Engagement Service connects Parents (Customers) with Tutors, enabling Parents to book Tuition Session(s) with Tutor(s). We allow Tutors to create profiles App which can be viewed by Parents. We allow Parents to create profiles which can be viewed by Tutors. Tuition Sessions can be booked through the App.

At its absolute discretion, Sophia reserves the right to allow any person to register or create an Account to use the Tutor Engagement Service or cancel or suspend any existing Account if it reasonably forms the view that the Tutor's conduct or presence (which may include a breach of the Tutor Obligations, is detrimental to the operation of the Tutor Engagement Service and/or the security, welfare or experience of Customers or of other Tutors).

1   Definitions and Interpretation

1.1   In this Agreement, the following terms are defined:

● Account means the registered user profile of an individual Tutor, on the basis of the Account Details.

● Account Details means the collection of personal information, payment details and other required information in relation to a Tutor.

● Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

● Agreement means this agency agreement between Sophia and a Tutor, as well as any documents referred to in it.

● App means the software application called 'Sophia' which can be downloaded and installed on mobile telephones and/or tablets.

● Applicable Laws means any binding laws and regulations (including Data Protection Laws) that apply to a Party's exercise of its rights and obligations under this Agreement.

● Data Protection Laws means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) the EU Regulation 2016/679 (GDPR) (b) the Data Protection Act 2018 (DPA); and (b) the Privacy and Electronic Communications Regulations 2003; and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR or DPA; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

● Confirmed Booking means a Booking which has been confirmed by e-mail from Sophia.

● Insurance Policy means the insurance policy defined in clause 8.5.1.

● Tutor Data means all electronic data or information submitted by the Tutor in the course of setting up and using the Tutor Engagement Service, including Personal Data.

- Losses means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses).

- Malicious Code means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

- Party means either Sophia or the Tutor (as the context requires) and Parties means both.

- Session Report means a standard feedback questionnaire to be completed by the Customer and the Tutor after each Tuition Session.

- Sophia/We/Our/Us means Sophia Technologies Limited a limited liability company 64 – 66 Wingate Square, Office 5, London, SW4 0AF.

- Tuition Location means the specific location specified by a Customer for a Tuition Session, at the time of making a Booking.

- Tuition Fee means the fixed fee payable by a Customer for a Tuition Session, based on the band a Tutor is registered with and the duration of the Tuition Session.

- Tuition Session means a private tuition session agreed between the Customer and a Tutor through the Tutor Engagement Service.

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

- Tutor Fee means the portion of the Tuition fee which is Your payment for a Tuition Session.

- Tutor Engagement Service means the online, Web-based application provided by Sophia via the App and/or the Website.

- Third Party Data means any information, analysis, report, opinion or data of any kind and on any medium, created by a Third-Party Provider and made accessible to Customer as part of the Tutor Engagement Service.

- Website means www.sophia.app.

1.2   In this Agreement:

1.2.1   a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.2   a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.3   a reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and includes all subordinate legislation made from time to time under that statute or statutory provision;

1.2.4   a reference to writing or written includes email sent to an authorised e-mail address, unless expressly excluded;

1.2.5   any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.6   "Data Subject", "Personal Data", "Personal Data Breach", "process", "processing", "transfer" (in the context of transfers of Personal Data) and "appropriate technical

and organisational measures" shall be interpreted in accordance with the applicable Data Protection Laws.

2   Commencement and Termination

2.1   This Agreement commences when Your Account is verified and goes live on the App and shall continue to be in force until terminated in accordance with the terms of clause 2.2 or clause 2.3.

2.2   This Agreement may be terminated by either Party by written notice from a Party if the other Party commits a material breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same.

2.3   We may, in addition and without prejudice to Our rights pursuant to clause 2.2.1, terminate this Agreement if You breach the terms of any of the following clauses:

2.3.1   clause 3; or

2.3.2   clause 5;

2.3.3   clause 7;

2.3.4   clause 12;

2.3.5   clause 13; or

2.3.6   clause 14.2.2.

3   Tutor Authorisation and Status

3.1   By submitting your application to register as a Tutor, You agree to Sophia's appointment as an agent on Your behalf in relation to Your involvement in the Tutor Engagement Service. Without prejudice to the generality of the foregoing, You specifically authorise Us to do the following as Your agent:

3.1.1   enter into an agreement for the provision of a Tuition Session with a Customer (for the avoidance of doubt, the applicable contract will be between You and the Customer);

3.1.2   accept payment by a Customer for a Tuition Session;

3.1.3   retain Our Intermediary Fee from the Tuition Fee and pay You the Tutor Fee as follows:

Band	Tuition Fee	Intermediary Fee	Tutor Fee
Sequoia	90.00	23.40	66.60
Fir	75.00	19.50	55.50
Oak	50.00	13.00	37.00

3.1.4   arrange insurance cover for each Tuition Session booked through the Tutor Engagement Service, in relation to professional indemnity insurance and public liability insurance;

3.1.5   submit Your Personal Data and Account details (as required) to carry out industry-standard vetting processes, including without limitation a background check with the Disclosure and Barring Service (DBS Check); and

3.1.6   open a bank account with Stripe in Your name, to ensure that We can pay You the Tutor Fee.

3.2   By entering into this Agreement, You agree that:

3.2.1   Sophia is an intermediary operating a platform that enables You to offer and book Tuition Sessions;

3.2.2   Sophia is not Your employer and that You are not an employee of Sophia;

3.2.3   You will not seek any benefits from Sophia that are associated with rights under an employee relationship;

3.2.4   there is no restriction placed or imposed by Sophia on Your ability to provide tuition sessions through Your own efforts and without use of the Tutor Engagement Service; and

3.2.5   Sophia does not expect any minimum commitment from You in relation to availability for Tuition Sessions.

4   Tutor Engagement Service – General Terms

4.1   Updates:

4.1.1   We reserve the right to revise the terms of this Agreement at any time by automated notice to You, using the contact e-mail address in the Account Details or by way of an in-App message.

4.1.2   From time to time, updates to the App may be issued through your App store provider. Depending on the update, You may not be able to use the App until You have downloaded the latest version of the App and accepted any new terms that are part of the update.

4.1.3   You should check the App from time to time to review the current terms, as current terms automatically replace the older terms.

4.2   Account Details:

4.2.1   You must provide Us with such identification documents or other information as we may require from time to time in order to set up your Account and to maintain Your registration.

4.2.2   It is Your responsibility to ensure that the information included in the Account Details is up to date and accurate. Failure to do so might result in an inability to book a Tuition Session and/or an inability to pay you the Tutor Fee on time and may lead to the termination of Your Account by Us.

4.2.3   You must not share your log-in details or other Account Details with anyone unless We have authorised this. If You do so, We may suspend or terminate your Account.

4.3   Service Standards:

4.3.1   We shall:

4.3.1.1   provide customer services to You at no additional charge if You contact Us during office hours on hello@sophia.app; and

4.3.1.2   use reasonable efforts to make the Tutor Engagement Service available 24 hours a day, 7 days a week, except for:

4.3.1.2.1   planned downtime (We will always try give You at least 8 hours' prior notice via the App and/or the contact e-mail in Your Account Details) and which Sophia

shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. GMT/BST Monday); or

4.3.1.2.2 any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes , computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Our possession or reasonable control, and denial of service attacks.

5 Tutor Responsibilities

5.1 You must:

5.1.1 provide Us with accurate Account Details;

5.1.2 complete a profile describing briefly Your tutoring and/or teaching experience;

5.1.3 indicate Your availability for Tuition Sessions;

5.1.4 plan each Tuition Session;

5.1.5 travel to the Tuition Location at Your own expense;

5.1.6 complete a Session Report after completing a Tuition Session;

5.1.7 fulfil Your obligations pursuant to this Agreement to the best of Your ability and in accordance with industry best practice;

5.1.8 adhere to the Tutors Association 'Code of Ethics' ' and follow The Tutors' Association Members' Standards for Private Tutors' whilst engaging with Customers and/or Students;

5.1.9 comply with all applicable laws and regulations in relation to Your obligations under this Agreement; and

5.1.10 co-operate with Us as required to resolve any disputes with a Customer.

5.2 You must not:

5.2.1 impose any additional terms or conditions on a Customer in relation to a Tuition Session;

5.2.2 communicate with a Customer in relation to a Tuition Session, other than through the App;

5.2.3 hold yourself out as an employee or contractor of Sophia; and

5.2.4 market or sell to a Customer any goods or services whilst communicating with a Customer in relation to a Tuition Session or whilst delivering a Tuition Session.

5.3 You are solely responsible for communicating with a Customer (through the App) in the event of Your inability to attend the Tuition Session on time or at all.

5.4 Acceptable Use:

5.4.1 You must not:

5.4.1.1 license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Tutor Engagement Service available to any third Party;

5.4.1.2 send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

5.4.1.3   send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third Party privacy rights;

5.4.1.4   send or store Malicious Code;

5.4.1.5   interfere with or disrupt the integrity or performance of the Tutor Engagement Service or the data contained therein; or

5.4.1.6   attempt to gain unauthorized access to the Tutor Engagement Service or its related systems or networks.

6   Customer Responsibilities

6.1   It is the Customer's responsibility to:

6.1.1   determine and provide You with access to the Tuition Location;

6.1.2   ensure Your health and safety whilst at the Tuition Location;

6.1.3   ensure that the Student is present, on time and adequately prepared for the Tuition Session; and

6.1.4   complete a Session Report after each Tuition Session.

7   Licence and Proprietary Rights

7.1   Subject to clause 7.2, We hereby grant You a non-exclusive, royalty free, worldwide licence to use the App and/or the Website for the sole purpose of using the Tutor Engagement Service.

7.2   The licence granted in clause 7.1 is subject to:

7.2.1   any rules or policies applied by any app store provider or operator from whose site you downloaded the App (App Store Rules);

7.2.2   Your compliance with the Acceptable Use Policy; and

7.2.3   Your compliance with the terms of this Agreement.

7.3   You acknowledge and agree that neither Sophia nor You intend that any Intellectual Property Rights or other proprietary rights transfer from Sophia to You as a result of Your use of the Tutor Engagement Service.

7.4   We do not own any rights, title and interest in and to the Customer Data. Customer Data is deemed Confidential Information under this Agreement. We shall not access Customer's Account, including Customer Data, except to respond to service or technical problems or at Customer's request.

7.5   Sophia shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Tutor Engagement Service any suggestions, enhancement requests, recommendations or other feedback provided by You in relation to the operation of the Tutor Engagement Service, the App or the Website.

8   Engaging with Customers and Booking a Tuition Session

8.1   You agree to treat Customers and Students courteously and lawfully.

8.2   We strongly recommend that You communicate with Customers through the App, so that there is an independent record.

8.3   All Tutors are ranked into three bands:

8.3.1 Sequoia: Fully Qualified Teachers; teachers with Post Graduate Certificate in Education, Bachelor of Education degree, other acceptable teaching certificates;

8.3.2 Fir: Experienced Professionals/Trainee Teachers/tutors with 3+ Years' experience; and

8.3.3 Oak: University Students/Graduates/tutors with less than 3 Years, experience,

and each band has a different standard Tuition Fee.

8.3.4 We recommend that You do not book a Tuition Session other than through the App or the Website. If You do so, You acknowledge that:

8.3.5 any such booking is not subject to the terms of this Agreement;

8.3.6 neither You nor the Tutor will have the benefit of the Insurance Policy; and

8.3.7 We may suspend or terminate your Account in such circumstances.

8.4 Once your Booking is completed, We will send a confirmation e-mail to You and to the Tutor, after which You can contact the Tutor though the in-App messaging service.

8.5 Insurance Cover:

8.5.1 Each Tuition Session booed through the App or through the Website will have the benefit of an insurance policy which We have arranged, in respect of public liability and professional indemnity liability (Insurance Policy). You are the insured party pursuant to the Insurance Policy and details of the Insurance Policy will be provided to You once Your registration is completed.

8.5.2 If You submit a claim under the insurance policy, it is Your responsibility to provide all accurate details in respect of such claim(s) and You acknowledge and agree that We do not have any involvement with or ability to influence the outcome of a claim You make. You must cooperate with Us and with the insurance policy provider as required in order to process and resolve any claim You make under the Insurance Policy.

9 Extensions, Delays and Cancelling Bookings

9.1 Extensions and Delays:

9.1.1 If a Customer wishes to extend a Tuition Session beyond the agreed time, it is the Your decision whether to agree to the Customer's request or not. For any extension beyond the agreed Booking, You have the right to charge for any agreed extensions by units of 30 minutes and the additional Tuition Fee should be paid through the App.

9.1.2 If the start of the Tuition Session is delayed by more than 30 minutes because the Customer or the Student are unable to start at the agreed time, then You:

9.1.2.1 have the right to end the Tuition Session as initially agreed, without making any adjustment to the Tuition Fees to reflect the reduced time of the Tuition Session; or

9.1.2.2 can agree, at Your sole discretion, to proceed with the Tuition Session for the agreed time allotted, provided that the Customer pays an additional pro-rata charge before the commencement of the Tuition Session.

9.1.3 For the avoidance of doubt, additional Tuition Fees shall be payable through the App or the Website, on the same basis as Tuition Fees. If You accept payment using any other means, it shall be deemed to be a material breach of this Agreement and

You acknowledge and agree that You may not be covered under the terms of the Insurance Policy.

9.2   Cancelling Tuition Sessions:

9.2.1   Your sole right of cancelling a Booking is set out in this clause 7.2.

9.2.2   If You wish to cancel a Booking, You must notify Sophia by using the in-App message function as soon as You believe You need to cancel (and in any event, no later than 24 hours prior to the Booking) so that Sophia can liaise with the Customer to facilitate a replacement Booking or refund.

9.2.3   If You notify Sophia less than 24 hours before the applicable Booking You wish to cancel, or if You repeatedly notify Sophia with requests to cancel Bookings, Sophia reserves the right, at its sole discretion, to suspend or terminate Your Account.

10   Disputes with Customers

10.1   Your contractual relationship for all matters concerning the Tuition Session is with the Customer and if the Customer has any problems or complaints regarding the Tuition Session, You should first try to resolve the dispute directly with the Customer. We advise the Customer to raise any dispute with Tutors within 5 Business Days of the applicable Tuition Session, as We will not be able to assist the Customer otherwise.

10.2   If a Customer has asked for assistance within 5 Business Days of the applicable Tuition Session, We will consider all the facts available to Us and any supporting evidence and then decide whether to issue a refund of the Tuition Fee relating to the Tuition Session that gave rise to the dispute. Our decision is binding and final and You hereby agree that You waive any rights or remedies You may have against Sophia or against the Customer in relation to the dispute, once it is referred to Us. If We decide to issue a refund, We will invoice You for a refund of the applicable Tutor Fee.

11   Tutor Fees and Payment

11.1   The collection of payment from the Customer and payment of the Tutor Fee to You shall be dealt with as follows:

11.1.1 the Customer will pay the applicable Tuition Fee when making a Booking;

11.1.2 [upon completion of the applicable Tuition Session/after 5 Business Days from completion of the Tuition Session] We will:

11.1.2.1 send the Customer by e-mail an invoice in Your name for the Tuition Fee (plus VAT);

11.1.2.2 send You an invoice for payment of the Intermediary Fee (plus VAT) to Sophia; and

11.1.3 We will deduct the Intermediary Fee from the Tuition Fee and pay You the Tutor Fee, in accordance with the table at clause 3.1.2 and Your authorisation pursuant to clauses 3.1.1 and 3.1.2.

11.2   Any adjustment to the Tuition Fees in accordance with clause 9.1 shall be reflected in the invoices sent to You and to the Customer.

11.3   You agree that the Intermediary Fee is a fair and reasonable payment to Sophia, in consideration for Sophia acting as an agent on Your behalf in relation to the Tutor Engagement Service.

11.4   Your sole consideration from the Customer for a Tuition Session is the Tutor Fee and You:

11.4.1   agree that Sophia is not under any obligation to pay You any monies or any other consideration, other than as set out in clause 11.1; and

11.4.2   waive any right to claim any additional consideration from Sophia, other than the Tutor Fee.

11.5   All payment processing services for Tutors on the App are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By entering into this Agreement and accepting Bookings, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Sophia enabling payment processing services through Stripe, you agree to provide Sophia with accurate and complete information about You, and you authorise Sophia to share it and transaction information related to your use of the payment processing services provided by Stripe.

12   Confidentiality

12.1   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 the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Tutor Engagement Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third Party without breach of any obligation owed to the Disclosing Party.

12.2   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.

12.3   Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).

12.4   If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

12.5   If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

12.6   Sophia shall not use, modify or disclose to anyone other than Authorised Third Parties the Customer Data;

13   Privacy and Data Protection

13.1 Each Party shall carry out its obligations under this Agreement in compliance with the Data Protection Laws.

13.2 By using the Tutor Engagement Service, You agree to comply with Sophia's Privacy Policy and , without prejudice to the generality of the foregoing, You consent to Sophia:

13.2.1 carrying out checks on such documents and information, including by the use of third Parties;

13.2.2 collecting and using technical information about the devices used to access the App or the Website and any related software, hardware and/or peripherals to improve our products and to provide services to you;

13.2.3 monitoring the communication made on the App or on the Website between Customer and Tutors, for the purpose of verifying compliance with these terms. Please also refer to our Privacy Policy.

13.3 You agree that Sophia acts as Data Controller in relation to any Personal Data that You provide to Sophia (or which is provided to Sophia on Your behalf) in relation to the Tutor Engagement Service and as a result of entering into this Agreement and that Sophia shall:

13.3.1 process such Personal Data in accordance with this Agreement and Data Protection Laws;

13.3.2 deploy appropriate technical, organizational and security measures against unauthorized access to or unauthorized alteration, disclosure, destruction or loss of such Personal Data;

13.3.3 ensure that employees used by Sophia to provide the Tutor Engagement Service are aware of and are suitably trained in such technical, organizational and security measures;

13.3.4 maintain the security and integrity of the Tutor Engagement Service and the Customer Data.

13.4 Without prejudice to the generality of the clauses above, We share Your Personal Data with the following third parties and for the following purposes (and We reserve the right to amend this list from time to time by written notice to You):

13.4.1 Security Watchdog (Capita) - For completion of enhanced DBS

13.4.2 Tapoly - Insurance Policy

13.4.3 RefNow – Reference Checks

13.4.4 Stripe - Payment Portal

13.4.5 Mailchimp - Marketing Emails

13.4.6 SendGrid - Admin / App system emails

13.4.7 Freshdesk - Customer Service Queries

13.4.8 HubSpot - CRM at initial point of registration

14 Warranties and Disclaimer

14.1 Each Party represents and warrants that it has the legal power to enter into this Agreement.

14.2   In addition:

14.2.1   Sophia represents and warrants that the Tutor Engagement Service does not infringe any intellectual property rights of any third party; and

14.2.2   You represent and warrant that:

14.2.2.1   the details that You provide to set up Your Account and which are part of the Account Details are accurate and up to date; and

14.2.2.2   You are at least 16 years old at the time Your Account is registered; and

14.2.2.3   You are the owner of the device to which you have downloaded the App, or that you have obtained permission from the owner of that device (who must be at least 16 years old at the time of giving such permission) to download the App.

14.3   Except as expressly provided herein, Sophia makes no warranties of any kind, whether express or implied and specifically disclaims all implied warranties and conditions, to the maximum extent permitted by Applicable Law. Sophia expressly does not warrant that the Tutor Engagement Service will be error-free.

15   Indemnity

15.1   You hereby indemnify (and agree to indemnify on demand) Sophia for all Losses incurred by Sophia, its employees, officers, agents and contractors as a result of or in connection with a breach by You of Your obligations under this Agreement.

16   Limitation of Liabilities

16.1   Subject to any liability that We are not able to limit or exclude as a result of the operation of Applicable Law, this clause 16 sets out Our entire liability to You (whether in contract or in tort and whether foreseeable or not) arising out of or related to this Agreement.

16.2   Subject to clause 16.1, Our aggregate liability, whether in contract or in tort and whether foreseeable or not, to You for any claims arising out of or in relation to Your use of the App or of the Website shall be limited to £500,000 (Five hundred thousand Pounds Sterling).

16.3   Under no circumstances will We be liable, whether in contract or in tort, to You for:

16.3.1   indirect losses;

16.3.2   consequential losses;

16.3.3   loss of profit;

16.3.4   loss of savings;

16.3.5   loss of goodwill; and

16.3.6   any acts or omission of a Customer, whether in relation to a Tuition Session or otherwise.

17   Miscellaneous

17.1   <u>Notices</u>: Any notices required to be given under this Agreement:

17.1.1   to Sophia: must be sent by pre-paid, registered post to the address provided at the start of this Agreement or by e-mail at hello@sophia.app, save that notices of proceedings must be sent by registered post. A notice delivered by registered post is served 48 hours after posting (as evidenced by a certificate of posting) and a notice served by e-mail is served when the e-mail is received on Sophia's server (as evidenced by server logs).

17.1.2   to the Tutor: must be sent by pre-paid, registered post to the address provided in the Account Details or by e-mail to the e-mail address provided in the Account Details, save that notices of proceedings must be sent by registered post. A notice delivered by registered post is served 48 hours after posting (as evidenced by a certificate of posting) and a notice served by e-mail is served when the e-mail is received on Sophia's server (as evidenced by server logs).

17.2   Waiver: A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by Applicable Laws, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

17.3   A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A Party that waives a right or remedy provided under this Agreement or by Applicable Laws in relation to another Party does not affect its rights in relation to any other Party.

17.4   Variation: Sophia may vary this Agreement from time to time by written notice to the Tutor, such notice to be by e-mail or in-App message.

17.5   Entire Agreement: This Agreement contains the entire agreement between the Parties, and replace all previous agreements and understandings between them, relating to the Tutor Engagement Service.

17.6   Invalidity: Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Law of any jurisdiction then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

17.7   Third Party Rights: The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.8   Applicable Law and Jurisdiction: This Agreement is subject to and shall be governed by English Law and all disputes (contractual or otherwise) shall be subject to the exclusive jurisdiction of the English courts.