

TERMS AND CONDITIONS

Please read these Terms and Conditions (these “Terms”) carefully before using this website www.spnovate.com (“Website”), related mobile device application (“Application”) or accessing the services available hereon (“Services”), collectively referred to as the “Platform”. If you do not accept these Terms including the term on arbitrating on an individual basis any claims against SPnovate Limited (also referred to “the Company” “we” and “us” a corporation registered under the laws of Nigeria, you must not use or access the Platform.

1. TERMS

- 1.1 These Terms describe the terms and conditions for using and accessing the Platform. These Terms together with the privacy policy, cookies policy and any other terms or policy on the Platform are legally binding agreements governing the relationship between the Company and any person who uses the Services or visits the Platform. The collection, use and sharing of your personal data will be done pursuant to or in accordance with the Privacy Policy and Cookie Policy and any amendment made to the policies.
- 1.2 You agree that by creating an account on the Platform, you enter into a binding agreement with the Company and indicate your acceptance of these Terms in its entirety.

2. SERVICES

- 2.1 We provide the Platform for tutoring services where Students can connect with Tutors for educational assistance/classes/training on various subjects upon registration (account creation) and payment of a prescribed fee.
- 2.2 You may access and use the Platform in any of the following ways:
 - i. as a registered user on the Platform seeking online tutoring services (the “Student”);
 - ii. as a registered user on the Platform providing online tutoring services on any subject approved by the Company (“Tutor”); Tutor and Student are individually referred to as “User” or “You” or “Your” and collectively referred to as “Users”.
 - iii. as a visitor of the Website or the mobile Application (“other Users” “You” “Your”).
- 2.3 The Platform connects Students and Tutors for tutoring services. The Platform also provides Students, Tutors and other users access to customer support and other related services. The Company does not provide any tutoring services.
- 2.4 Users are responsible for maintaining the confidentiality of their respective accounts.
- 2.5 You are responsible for obtaining and paying for any equipment and internet service required to access the Platform.
- 2.6 The Company may alter, suspend or discontinue the Platform or the Services in part or in whole at any time and for any reason, without notice.

3. AVAILABILITY OF THE PLATFORM

- 3.1 The Company shall be entitled at any time to modify, expand, improve, maintain or repair any part of the Platform and/or ancillary hardware or software, and/or the Services provided in relation thereto, upon giving, where the circumstances permit, at least 24 hours’ notice to the Users, and to suspend the operation of the Platform or ancillary hardware or software and/or the Services, to effect any such modification, expansion, improvement, maintenance or repair works provided that the Company shall use its best endeavors to minimize all forms of disruptions resulting therefrom.

4. DISCLAIMER

- 4.1 Save for liabilities under applicable laws on data privacy and protection, the Company shall not be liable (whether such liability arises from the Company's fault or negligence or otherwise) for any loss, cost, damage or injury (whether direct, consequential, contingent, indirect or foreseeable) whatsoever, which may be incurred and/or suffered by the Users, Tutor and/or any other party as a result of the use of the Platform, the non-availability of the Platform or the Services thereon for any reason whatsoever and the suspension of the access to the Platform as result of the Users' or other Users' breach of these Terms or any reason whatsoever.

5. THIRD PARTY SERVICES

- 5.1 Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company 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 the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

6. EVOLVING NATURE OF PLATFORM AND SERVICES

- 6.1 You acknowledge that the Platform is evolving and that the form and nature of the Platform or any part thereof may change from time to time without notice to you.

7. AMENDMENTS

- 7.1 We reserve the right to amend or modify these Terms at any time, by posting a revised version on the Website and by notifying you through the Platform, or via the email address associated with you in case of material change hereto. The latest version is published on this page. We encourage you to check this page regularly. If you do not agree with the amendments to these Terms, you have the right to terminate these Terms by discontinuing your use of the Services or deleting/deactivating your account.
- 7.2 By continuing to use the Services following the amendment of these Terms, you consent to be bound by the Terms as amended.

8. ELIGIBILITY

- 8.1 The Platform or the Services are available only to and may only be used by individuals who are 18 years and older and who can form legally binding contracts under applicable law. Individuals under the age of 18 but not younger than the age of 13 can use the Services only in conjunction with and under the supervision of a parent or a legal guardian at all times. The parent or the legal guardian shall at all times be responsible for any and all activities related to the use of the Services by the aforementioned individuals including registration and creation of user account on the Platform.

9. VERIFICATION OF TUTORS/USERS

- 9.1 When you register on the Platform as a Tutor, the Company will request that you provide a government-issued ID (passport, driver's license, etc.) and the documents confirming the claimed educational credentials such as diplomas, certificates, trade test certificate etc. When a Tutor passes

- the verification procedure, a special badge is added to the Tutor's profile, and the uploaded copies of the documents get deleted from our servers.
- 9.2 We do not endorse or make any representations or warranties regarding the accuracy, completeness, and reliability of any information provided by the Tutor within the verification procedure. We cannot confirm that each User is who they claim to be. You agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users. When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. We do not assume responsibility for the conduct, whether online or offline, of any User/Tutor of the Services.
- 9.3 We may make use of background check agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications ("Background Check Reports", ("BCR"). We do not endorse or make any representations or warranties regarding the reliability of the reports provided by such background check agencies or the accuracy, timeliness, or completeness of any information in the BCRs.
- 9.4 You hereby consent to the Company collecting, using, and disclosing the information in the BCR. You understand and agree that the Company may, in its sole discretion, review and rely on the information in the BCR in deciding whether to suspend or terminate a User account or to investigate a complaint about a User, but that the Company shall not be responsible or liable in any way in the event that any information in the BCR about any person, including without limitation any User, is not accurate, timely or complete.
- 9.5 Users who are the subject of BCRs may contact the third-party agency to dispute the accuracy, timeliness, or completeness of the information.

10. PRIVACY

- 10.1 You may use the Platform without providing personally identifiable information. When using the Services, you may be requested to provide your personal data. To learn more about our privacy practices, please refer to Privacy Policy on the Platform.

11. PAYMENT

- 11.1 Payment processing on the Platform is provided by third-party payment processors allowing us to bill the Students and enable payouts to the Tutors.
- 11.2 To be matched with a Tutor, a Student shall pay a finder's fee as specified on the Platform. Thereafter, the Student is expected to pay the prescribed subscription fee for the chosen Service. The Student has the option of either paying the full subscription fee once by advancing the lump sum or paying per class. In any event, where the Student chooses to pay class, the payment must be made before each class. In other words, payment shall be made by Student before the Service is made available to Student.
- 11.3 The Company shall be entitled to 10% of the subscription fee which shall be deducted when payment is made by the Student and the remainder shall be paid to the Tutor. The payment to be made to a Tutor shall be made at the end of each class where the Student has opted to pay per class, after the applicable deduction. Where the Student has paid the total sum or subscription fee, the Tutor shall still be paid the subscription fee for each class less the aforementioned 10% deduction, at the end of each class.
- 11.4 Additional payment terms are specified in the Refund and Payment Policy. Our Privacy Policy contains additional details on the security of Users' payment and billing information.

12. REFUND

- 12.1 The costs of the Services are specified on the Platform. Please check our Refund and Payment Policy to find out more about the circumstances where we may refund and how we handle refunds. To the fullest extent permitted by law, any refunds at any time are at the Company's sole discretion only.

13. RIGHTS AND LIMITS

- 13.1 As a Student, the Company hereby grants you, subject to these Terms, a non transferable, non-sublicensable, non-exclusive, limited right to access and use the Platform solely for your non-commercial personal use. As a Tutor, we hereby grant you, subject to these Terms, a non transferable, non-sublicensable, non-exclusive, limited right to access and use the Platform solely for the provision of the tutoring services to the Students.
- 13.2 You agree not to view, copy, our procure content or information from the Platform by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the Platform (except as may be a result of the standard search engine or internet browser usage) unless formally authorized by the Company in a separate written agreement.
- 13.3 As a Student, You agree not to inquire about the engagement of or to engage Tutors to complete assignments, write papers, take quizzes, or otherwise do work on your behalf. Further, you agree not to use the Services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.
- 13.4 No materials made available to you as part of the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without the Company's prior written permission or as expressly provided in these Terms. You may not share or transfer your account credentials with/to any third party.
- 13.5 We may impose reasonable limits on your scope of access to the Platform, including limits on time or volume of information accessed or devices used to access the Platform, to prevent unauthorized third-party use of the Services. The Company grants no other right to Users except as expressly stated herein.
- 13.6 A number of our Services are reserved for registered users only. To become a registered user, you must create a Student or Tutor account on the Platform. You agree to notify us immediately if you believe that any of your account credentials have been or may be used without your permission so that appropriate action can be taken. You may use the Website and its features without being a registered user. This shall not preclude the application of these Terms and other rules and policies applicable to your use of the Website, including but not limited to when you interact with the Website.
- 13.7 You are not allowed to create more than two accounts (one as a Tutor and one as a Student) on the Platform. The Company is not responsible for any loss or damage caused by or expense incurred by you as a result of your failure to safeguard your account credentials. You agree that you shall not rent, resell, or remarket the Platform or provide access to the Services to any third party.
- 13.8 When you create an account on the Platform, we may collect certain personal data directly from you, or if you create your account using a third-party service (Facebook, Google, Apple), we may collect personal data about you from the third-party service (your username or user ID associated with that third-party service). By choosing to create an account using a third-party service, you authorize us to collect the personal data necessary to authenticate your account with the third-party service provider.
- 13.9 You may select a profile photo or connect your Google or Facebook account to be displayed within your Student account. You may edit your account at your sole discretion. The security of any personal data you choose to share within your account is subject to our Privacy Policy. When you create a Tutor account, it is obligatory to provide your profile photo and a video introducing yourself and the subject you intend to teach. Adding clear details to your Tutor Account may be of benefit to you in terms of helping you to get more subscriptions to your class. You may edit your account at your sole discretion. Therefore, it is your choice whether to include additional information within your account or not, such as country, language skills, education, and work experience. The security of any personal data you choose to share within your account is subject to our Privacy Policy.

14. INTERACTION WITH USERS

- 14.1 We will not take part in interactions between Students and Tutors unless it is imperative (a) to ensure compliance with these Terms; (b) to improve our Services; or (c) as stated in our Refund and Payment Policy. We do not have control over the services provided by the Tutors, any reviews or ratings provided by Students, or any User acts and omissions.

15. REPRESENTATIONS AND WARRANTIES

- 15.1 As a Tutor on the Platform;
 - 15.1.1 you will provide the tutoring services in accordance with these Terms and other policies on the Platform and made available to you through email from time to time.
 - 15.1.2 you will provide the tutoring services in accordance with laws and regulations applicable in the state or country where you are providing the tutoring services.
 - 15.1.3 you are solely responsible and fully liable for any violation of any local laws and regulations that apply to your provision of the tutoring services.
 - 15.1.4 you will provide the tutoring services with reasonable care and skill and in accordance with generally recognized practices.
 - 15.1.5 you have obtained all registrations, certifications, licenses, and other documentation that are required in the applicable jurisdiction for providing the tutoring services. It is your obligation to maintain the validity of all aforementioned documentation;
 - 15.1.6 you will not provide tutoring services to Students outside of the Platform, receive payments from Students directly, or encourage or solicit payment from any Student directly or through any channels other than those provided by the Company on the Platform.
 - 15.1.7 you acknowledge and agree that the Company may advertise tutoring services that you provide via the Platform without any additional payment or obligation to you.
 - 15.1.8 you acknowledge and agree that the Company may improve the video you provided for your account. The improvements can be made by editing the video, adding our logo to the video, improving the quality of sound in the video, publishing the video on the Platform and/or Company's social media accounts and adding the description and link to the Tutor's profile.
- 15.2 As a Student, you agree to act in good faith when interacting with Tutor(s).

16. TUTORS' INTRODUCTION VIDEO AND PROFILE PHOTO

- 16.1 Tutors grant the Company the rights to use Tutor's introduction video, name, and profile photo for marketing, advertising, or promotional purposes, including but not limited to publishing on social media channels, video hosting, and streaming services, such as YouTube, Instagram, Facebook, or others, to ensure accessibility and visibility to the Students. You may always request to remove any introduction videos published on social media channels, video hosting, and streaming services by writing to support@spnovate.com.

17. TUTOR/STUDENT SIGN UP & TUTOR'S RANKING

- 17.1 Users are required to accept the "allow location" pop-up during the signup process. This will enable us to match you up with people in your region. If you do not click "Accept", you will not be allowed to complete the signup process. Also, when your location changes, you are required to use the change location feature on your account to enable the Website to update your location information.
- 17.2 We make use of various information at our disposal to show the Student the Tutor that best matches the Student's preferences. The order in which Tutors are displayed, upon a search by the Student, depends on a number of factors including, but not limited to, the following:
 - 17.2.1 the subject the Student is searching for;
 - 17.2.2 the student's country of residence;
 - 17.2.3 the Student's preferred language on the Platform;

- 17.2.4 the overlap in standard business hours between the Tutor and Student's time zones;
- 17.2.5 the overall availability of time slots on a Tutor's calendar;
- 17.2.6 the past performance of a Tutor in helping their Students achieve their learning goals;
- 17.2.2 the Tutor profile information, including its completeness and the quality of the profile photo and introduction video;
- 17.2.3 how responsive the Tutor is to the Students' messages;
- 17.2.4 Students' reviews and ratings regarding the performance of the Tutor;
- 17.2.5 Student's learning history on the Platform.

18 USER COMPLAINTS

- 18.2 If you have any complaints about our services, contact us at support@spnovate.com, with the subject line 'Formal Complaint' (the "Complaint"), providing us with as much detail as possible about the Complaint. We shall respond to the User confirming receipt and shall investigate the matter. Upon receiving the Complaint, our customer support shall investigate the Complaint internally, taking into account the importance and severity/complexity of the issue(s) raised.
- 18.3 If the Complaint relates to any of our employees, another representative will help with the investigation in their place. We shall respond to the User with our findings in response to the Complaint and, where applicable, with a suggested solution.

19 LESSON RECORDING

- 19.2 You acknowledge and agree that, from time to time, we may record videos of your lessons. This recording is intended solely for the purpose of ensuring the quality of the Services. Recordings will not be shared externally, used for individual targeting, or used for any sales, marketing, or other promotional purposes. By using the Services, you agree and give consent for such recording that is gratuitous and without restriction. You may opt out of any recordings of your lessons or request to remove any existing recordings by writing to support@spnovate.com.

20 Referral Program

- 20.2 Students ("Student Referrer") and Tutors ("Tutor Referrer") may invite another individual who is not, and has never been, a User or other User of the Platform (the "Referee") with a referral link. Clicking on this referral link entitles the Referee to a discount on their initial purchase via the Platform. Referral links are only valid for and may be redeemed by the Referee to whom they are sent. We reserve the right to terminate any accounts found in violation and remove any credits or referral bonuses accumulated in breach of these Terms or any promotional terms with or without notice.
- 20.3 Discounts and referral bonuses eligibility is determined by the Company at its sole discretion, and We reserve the right to revoke a discount or referral bonus if we determine you are not eligible. The eligibility requirements and other conditions will be disclosed when you sign-up for the Services or as otherwise communicated to you by the Company.
- 20.4 The Student Referrer will be entitled to receive a discount when the Referee makes their initial purchase using the discount from the referral link. The discount amount for the Student Referrer and the Referee is subject to change. Credits are valid only for booking lessons on the Platform, are not redeemable for cash, and may not be resold. Credits will be valid for 180 days from the Referrer's most recent log-in date. If the Referrer has not logged in for 180 days, all credits will expire and will no longer be recoverable.
- 20.5 A Tutor Referrer will be entitled to receive a referral bonus for every purchase the Referee makes. The referral bonus can be withdrawn as cash. The referral bonus amount for the Tutor Referrer and Referee is subject to change.

21 PLATFORM CONTENT

- 21.2 Users have a personal, non-transferable, non-exclusive right to use the Platform Content of the Platform subject to these Terms. The "Platform Content" means all information, text, images, data,

links, or other material accessible through the Platform, whether created by us or provided by a third party on or through the Platform.

- 21.3 We reserve the right to make changes to the Platform Content without obligation to issue any notice of such changes. You may view, copy, download, and print the Platform Content that is available on or through the Platform, subject to the following conditions:
 - 21.3.2 The Platform Content is available solely for your personal use. No part of the Platform or the Platform Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose;
 - 21.3.3 The Platform Content may not be modified;
 - 21.3.4 Copyright, trademark, and other proprietary notices may not be removed. Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Platform or any Platform Content, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of the Platform Content.

22 USER-GENERATED CONTENT

- 22.2 The “User-generated Content” means all comments, remarks, information, feedback, text, photographs, links, data, images, video, music, or other material that you or any User post to any part of the Platform or provide to us, including such content or information that is posted as a result of surveys. We are not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in the User-generated Content submitted for public display through the Platform. We do not prescreen information posted online. We are acting as a passive conduit for such distribution and shall not be responsible for the User-generated Content. Any opinions, advice, statements, services, offers, or other information in the User-generated Content expressed or made available by Users are those of the respective Users and not of the Company. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User-generated Content.
- 22.3 You are responsible for ensuring that the User-generated Content submitted to the Platform is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secrets, or other intellectual property rights, or any other harm resulting from your use, uploading, posting, or submission of the User-generated Content to the Platform.
- 22.4 We have the right, but not the obligation, to randomly monitor, edit or remove any User generated Content submitted on or through the Platform at any time. If you believe that your intellectual property rights have been infringed, please submit your complaint to support@spnovate.com. You may report all types of intellectual property claims, including, but not limited to, copyright, trademark, and patent claims. We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate the access of repeat infringers to the Platform in appropriate circumstances.

23 ADVERTISEMENT

- 23.2 We may run advertisements and promotions sponsored by third parties on the Platform. Your correspondence or business dealings with, or participation in promotions of advertisers other than the Company found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.
- 23.3 We may advertise the Platform on other websites not belonging to the Company to promote the Services or the Platform and help Tutors generate more Student leads.

24 NO IMPLIED ENDORSEMENTS

- 24.2 In no event shall any reference to any third party or third-party product or service be construed as an approval or endorsement by the Company of that third party or of any product or service provided by a third party. We do not endorse, warrant, or guarantee any product or service offered by any third party and will not be a party to or in any way monitor any transaction involving any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising caution and good judgment.

25 RELATIONS BETWEEN US AND USERS

- 25.2 The Company is acting as an on-demand intermediary connecting Students and Tutors and providing the tools to facilitate the tutoring services. You acknowledge and agree that we are a technology services provider that does not provide online tutoring services or functions as a language learning school. We are not an employer of any User unless separately subject to a signed, written employment contract signed by both the User and the Company. As such, and except as required by applicable law, we will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, workers' compensation insurance, social security, or payroll withholding tax in connection with your use of Services. You are solely responsible for adhering to all applicable tax regulations that may apply in connection with your use of the Services.
- 25.3 You hereby agree to fully indemnify and hold us harmless against any state fees, claims, payments, fines, or other tax liabilities that We may incur in connection with the obligations arising from applicable tax or other regulations not being met by you. In all cases of use of the Platform, Users are acting as independent contractors and not as the Company's employee, agent, franchisee, or servant.
- 25.4 Accordingly, you will be solely responsible for all costs incurred by you or your organization. You may not act as an employee, agent, or representative of the Company nor bind any contract on behalf of the Company. Where, by implication of mandatory law or otherwise, you shall be deemed to be our employee, you hereby agree to waive any claims against us that may arise as a result of a such implied employment relationship.
- 25.5 The Services provide connection to Tutors who are willing to be engaged by Students as independent contractors. As independent contractors, each Tutor decides when and how often the Tutor will be available to provide the tutoring services to Students. Each Tutor controls the methods, materials, content, and all aspects of the tutoring services. The Services allow Tutors to create subject-specific tutoring services, for a certain number of hours. Students are responsible for selecting the Tutor suitable for their learning goals. Students should check each Tutor's self-reported credentials, education, and experience, as well as reviews from other Students.
- 25.6 Each Tutor has the sole discretion to accept or decline a request for the tutoring services, as well as continue or discontinue a tutoring relationship with any Student. Tutors may and, in fact are expected to perform the tutoring services for others or do other types of work (either as an independent contractor or employee or other) while these Terms are in effect, including with the Company's competitors if desired, provided that such other activities do not result in the Tutor's violation of the Terms.

26 ASSIGNMENT

- 26.2 You shall not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without the Company's written consent. These Terms shall be binding and inure to the benefit of the parties (Users and the Company) to these Terms and their respective successors, permitted transferees, and assigns.

27 FEEDBACK

- 27.2 You acknowledge and agree that we may provide you with a mechanism to provide feedback, suggestions, and ideas about the Services or the Platform (the "Feedback"). By submitting any Feedback, you provide us a written consent to use your Feedback for the improvement and promotion of the Services. You agree that submitting a Feedback is gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation and that we are free to use the Feedback

without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting your Feedback, the Company does not waive any rights to use similar or related ideas previously known to the Company, or developed by its employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancement and modifications to the Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, or without it in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

28 REVIEWS

- 28.2 You acknowledge and agree that We may calculate a composite rating based on comments and reviews left by other Users. Tutors agree to be rated by Students along several criteria, as suggested by the Company. We provide our automatic feedback and rating system as a means through which Users can express their opinions publicly, and We do not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to our attention. You may be held legally responsible for damages suffered by other Users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory.
- 28.3 The Company is not legally responsible for any feedback or comments posted or made available on the Platform by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Support.

29 NOTIFICATIONS

- 29.2 Unless you otherwise indicate in writing, We will communicate with you by email, regular mail or by posting communications on the Platform. You consent to receive communications from us electronically, and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to us within your account or when we post such communication on the Platform. You should keep your email address updated in your account and regularly check this Website for postings. If you fail to respond to an email message from us regarding the violation, dispute, or complaint within 2 (two) business days, we will have the right to terminate or suspend your account. All notices to us intended to have a legal effect concerning these Terms must be in writing and delivered via email to support@spnovate.com. To stop receiving specific communications from us, please, submit a notification to us by email at support@spnovate.com. in order to change the types and frequency of such communications, you may also change notification preferences in your account.

30 TERMINATION

- 30.2 For Users other than Tutors, we may terminate any User's access to the Platform at our sole discretion, for any reason and at any time, with or without prior notice. We may terminate a Tutor's use of the Services (i) immediately for failure to comply with the Terms, (ii) for other cause, including, but not limited to, sexual or other unwelcome harassment, threats or intimidation, fraud, falsification of documents or qualifications; or (iii) upon 30 days' advance written notice for any reason. We may also delete or restrict access to or use of all related information and files. We will not be liable to Users or any third party for any modification, suspension, or termination of the Service, or loss of related information. In the event that We suspend or terminate your account due to the breach of these Terms or any other policy on the Platform, you understand and agree that you shall receive no refund or compensation for any unused funds or scheduled lessons/classes, or loss of any content or information associated with your account. In addition to the aforementioned, The Company is entitled to withhold

any funds remaining on your account as liquidated damages. In case you haven't logged into your account for more than 180 days your account will be suspended, and your remaining balance will expire. Even after your right to use the Services has been terminated or suspended, these Terms will remain enforceable against you.

31 INTELLECTUAL PROPERTY RIGHTS

- 31.2 All intellectual property in the design and layout of the Platform and the material and information published on the Website pages or within the Platform belongs to and is vested in the Company or its licensors. You may not copy any part of the Platform or otherwise do anything in relation to any part of the Platform. You may not otherwise use or reproduce any of the Platform or the material contained within it in any manner other than those listed above without first obtaining the prior written permission of the Company. Unless otherwise noted, all Platform Content contained on the Platform is the property of the Company and/or its affiliates or licensors and is protected from unauthorized copying and dissemination by Nigerian Copyright Act and other intellectual property laws. The service marks and trademarks of the Company, including without limitation the Platform and the Platform logos are service marks owned by the Company. Any other trademarks, service marks, logos, and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner. You may not link or frame to any pages of the Website or any Platform Content contained therein, whether in whole or in part, without prior written consent from the Company. Any rights not expressly granted herein are reserved.

32 COPYRIGHT INFRINGEMENT.

- 32.2 If you believe that any materials on our Services infringe your copyright, you may request that they be removed. Please notify us at support@spnovate.com.

33 CONFIDENTIALITY

- 33.2 You may obtain direct access via the Services to certain confidential information belonging to the Company, its affiliates or Users, including but not limited to personally identifiable information, technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You agree to hold Confidential Information in strict confidence and not use the Confidential Information except for the purposes set forth in these Terms and not disclose such Confidential Information to any third party. All right, title and interest in the confidential Information remains with the Company, its affiliates and its Users. No obligation is imposed upon you with respect to Confidential Information that you can establish by legally sufficient evidence, THAT
- 33.2.2 you possessed prior to your receipt from the Company, without an obligation to maintain its confidentiality;
- 33.2.3 is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms;
- 33.2.4 you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential;
- 33.2.5 you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or
- 33.2.6 is disclosed in response to a valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to the Company adequate to afford the Company the opportunity to object to the disclosure.

34 DISCLAIMER OF WARRANTY

- 34.2 Your use of the Services or the Platform is entirely at your own risk. We hereby disclaim all liability in connection with any interactions, correspondence, transactions, and other dealings that you have with any third parties, including without limitation Students or Tutors found on or through the Platform (including on or via linked websites or advertisements) including issues related to the content of third-party advertisements, payments, services, delivery of goods, warranties (including product warranties), privacy and data security, and the like. Under no circumstances will we be liable for any loss or damage caused by your reliance on the information in any content on the Platform. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through the Platform. You acknowledge that the Platform and all Services, text, images, and other information on or accessible from the Platform are provided "as is" and are based in part on listings provided by Tutors, which are not verified by the Company, and that any tutoring services, listings or other content acquired through the use of the Platform are at your sole risk and discretion. The Company and its affiliates and licensors are not liable or responsible for any results generated through the use of the Services. We provide no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, the Company does not warrant that:
- 34.2.2 the information available on the Platform is free of errors;
 - 34.2.3 the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by the Platform will be uninterrupted, secure, or free of errors;
 - 34.2.4 defects will be corrected, or
 - 34.2.5 the Platform or the server(s) that makes it available are free of viruses or other harmful components. Neither the Company nor its affiliates or licensors is responsible for the conduct, whether online or offline, between Users.
- 34.3 In addition, notwithstanding any feature a Student may use to expedite Tutor selection, each Student is responsible for selecting their Tutor. The Company does not warrant any goods or tutoring services purchased by a Student and does not recommend any particular Tutor. We do not provide any warranties or guarantees regarding any Tutor's professional accreditation, registration, or license. We hereby expressly disclaim any liability or claims that may arise between Users of its Services. You are solely responsible for your interactions with all other Users and any disputes that arise from those interactions with other Users. The Company is not obliged but may attempt to assist in resolving disputes between Users.

35 LIMITATION OF LIABILITY

- 35.2 In no event shall we be liable to any User of the Platform or any other person or entity for any direct, indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of use, inability to use, unauthorized access to or use or misuse of the Platform or any information contained thereon, whether based upon warranty, contract, tort (including negligence) or otherwise, even if has been advised of the possibility of such damages or losses.
- 35.3 You agree that the Company total cumulative liability in connection with these Terms, the Services or Platform, the Platform Content, or any listing or services whether in contract, tort, or otherwise, shall not exceed the amounts, if any, you paid to the Company for the Services three months prior to the date the claim was brought
- 35.4 Any claims brought by you or the Company must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.
- 35.5 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

36 INTERNATIONAL

- 36.2 The Platform may be accessed from countries other than Nigeria. The Platform and the Services may contain products or references to products that are only available within Nigeria, United Kingdom, Canada, United States of America and sub-Saharan Africa. Any such references do not imply that such products will be made available outside of these regions. If you access and use the Platform outside Nigeria, you are responsible for complying with all applicable local laws and regulations.
- 36.3 Depending on your exact location, you may encounter an IP or payment purchase block when attempting to enroll in or otherwise access the Platform.

37 LIQUIDATED DAMAGES

- 37.2 The Company and a User hereto acknowledge and agree that the funds that may be withheld under Section 14 of these Terms shall constitute liquidated damages and not penalties and are in addition to all other rights of the Company in case of the breach of these Terms. The Company and a User further acknowledge that
- 37.2.2 the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, the amounts specified in the above-mentioned section bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any material breach of the agreement by a User.

38 INDEMNIFICATION

- 38.2 By using the Services, you agree to indemnify, hold harmless and defend the Company and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services, including but not limited to:
- 38.2.2 acts and/or omissions on or off the Platform;
- 38.2.3 violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the Platform;
- 38.2.4 breach of these Terms;
- 38.2.5 disputes with or between other Users;
- 38.2.6 use and/or misuse of the Platform, including without limitation any information, content and/or materials thereon;
- 38.2.7 violation of any applicable law or regulation;
- 38.2.8 inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility;
- 38.2.9 misstatements and/or misrepresentations;
- 38.2.10 use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services;
- 38.2.11 User information and any acts or omissions with respect to such User information;
- 38.2.12 use of any information in third-party reports;
- 38.2.13 use of third-party payment processors; and/or
- 38.2.14 use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the Platform.
- 38.3 You further agree that you will cooperate as requested by the Company in defense of such claims. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of the Company without the written consent of the Company.
- 38.4 In the event that you have a dispute with any User, you hereby release the Company and its officers, directors, agents, investors, subsidiaries, employees, contractors, and any other third parties related to the Services from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown, arising out of or in any way related with such disputes.

39 GOVERNING LAW DISPUTE RESOLUTION

- 39.2 These Terms and any claims arising therefrom with respect to the use of the Platform or any other matter shall be governed by and construed under the laws of England and Wales. A User must initiate a cause of action for any claim(s) relating to these Terms and its subject matter within 3 months from the date the User knew, or should have known after reasonable investigation of the facts giving rise to the claim (s).
- 39.3 All disputes arising out of or in connection with these Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one Arbitrator appointed in accordance with the Rules. The place of arbitration shall be the United Kingdom and the language of Arbitration shall be English. The User and the Company undertake and agree that all arbitral proceedings conducted under this section shall be kept confidential, and all information, documentation and materials in whatever form disclosed in the course of such arbitral proceedings shall be solely for the purpose of those proceedings.
- 39.4 Any arbitration under these Terms will be between an individual User and the Company. To the fullest extent permitted by applicable law, and except as expressly provided below, you and the Company expressly waives any entitlement to resolve disputes in court or on a class, collective, or representative basis. You and the Company shall appoint as sole arbitrator a person mutually agreed by you and the Company or, if you and the Company cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the International Chamber of Commerce upon the request of either the User or the Company. The Company and the User shall bear equally the cost of the arbitration except
- 39.4.2 to the extent prohibited by applicable law;
- 39.4.3 that if the arbitrator determines that costs unique to arbitration (i.e., filing, administration, and arbitrator's fees) would preclude a User from asserting a claim in arbitration, the arbitrator may require the Company to pay a greater share of such costs unique to arbitration; and
- 39.4.4 the prevailing party shall, to the extent permitted or required by applicable law, be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration in such an amount as may be determined by the arbitrator.
- 39.5 All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, the application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, The Company shall be entitled to seek temporary injunctive relief, security, or other equitable remedies from a court of competent jurisdiction.

40 NON-SOLICITATION

- 40.2 Without limitation, the Services may not be used to solicit for any other business, website, or service. You may not solicit, advertise for, or contact, in any form, Users for employment, contracting, or any other purpose not related to the Service facilitated through the Platform without express written permission from us. You may not use the Service to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of the Company.

41 HEADINGS

- 41.2 The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

42 ENTIRE AGREEMENT & SEVERABILITY

- 42.2 These Terms, together with any amendments and any additional agreements you may enter into with the Company in connection with the Services, shall constitute the entire agreement between you and the Company concerning the Services. If any part of these Terms is held to be unlawful, void, or

unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

For additional information and in case you have any questions about these Terms, please contact us through email at support@spnovate.com.