



Terms & Conditions

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i. ACE Terms and Condition of Use

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ACE may collect certain data for general statistical information each time this website is visited. This information is collected through the server web logs and may consist of dates and times of visits to this website; the IP addresses of visitors to this website; the operating system and browser version of the computers of visitors to our website. This data is not used individually to identify users of this website, but is used to analyse system performance, usage, peak usage and usage trends. This website may employ the use of "cookies". Cookies are small data files (text) that are transferred from a standard web server to a user's browser. Cookies contain information that can be read by a web server for record-keeping purposes. The use of cookies is a standard practice on the Internet and can improve the service that a website provides. The information stored in cookies is not used to personally identify an individual and does not contain "personal" information or data as defined in our Privacy Policy available at www.aceascend.com. Cookies may be rejected if a user's browser is set to reject or deny cookies; if a user has a third-party program installed that interferes or prevents cookies (i.e., certain firewalls, anti-virus or anti-spyware programs) or notifies the user whenever a cookie is sent to the user's computer. Cookies sent by ACE that are rejected may limit access to this website or this website may no longer function as intended or be accessible to the user.

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DISCLAIMER

THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS," "WHERE IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. ACE AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY OF BACKED-UP DATA AND PERFORMANCE OF THE SITE AND SERVICES. ACE DOES NOT WARRANT THAT THE SITE AND SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE AND SERVICES WILL BE CORRECTED IN A TIMELY MANNER OR AT ALL, OR THAT ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. ACE DOES NOT WARRANT THAT PROVISION OF TUTOR SERVICES WILL PRODUCE ANY LEVEL OF PROFIT OR BUSINESS FOR YOU OR OTHERWISE PROVIDE ANY ECONOMIC BENEFIT.

YOU ACKNOWLEDGE AND AGREE THAT: (A) ACE DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS; (B) ACE WILL NOT BE RESPONSIBLE FOR ANY OF THE FOREGOING ACTIVITIES; (C) YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS; AND (D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ACE OR THROUGH THE SITE, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH TUTORS AND OTHER USERS OF THE SITE AND SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERACTION WITH TUTORS OR USERS VIA THE SERVICES OR OTHERWISE. YOU UNDERSTAND THAT ALTHOUGH ACE MAKES EVERY EFFORT TO SCREEN AND INQUIRE INTO THE BACKGROUND OF TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES TO VERIFY THE STATEMENTS OF TUTORS, USERS AND OTHER USERS OF THE SITE OR

SERVICES, ACE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OR USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES.

SOCIAL MEDIA

ACE use of social media serves as an extension of its presence on the Internet. Social media account(s) are public and are not hosted on ACE servers. Users who choose to interact with ACE via social media should read the terms of service and privacy policies of such third-party service providers and those of any applications you use to access them. Personal information that you provide to ACE via social media account(s) is collected in accordance with our privacy policy and applicable laws. This information is collected to capture conversations (e.g. questions and answers, comments, "likes", re-tweets) between you and ACE. It may be used to respond to inquiries, or for statistical, evaluation and reporting purposes. Any comments which are posted that violate international law will be deleted and disclosed to law enforcement authorities. Any comments which are posted that violate our rules will also be deleted.

GOVERNING LAW; LEGAL NOTICES

These terms and conditions of use and any action related thereto will be governed by the international laws of applicable therein, without regard to conflicts of law provisions. Any use of this website in contravention of these terms and conditions of use or applicable laws is at your own risk and if any part of these terms and conditions of use is invalid or unenforceable pursuant to applicable laws, the invalid or unenforceable provision will be deemed to be severed from these terms and conditions of use without affecting the remainder hereof or superseded by a valid and enforceable provision that most closely matches the intent of the original provision. Any dispute, claim or controversy between you and ACE, or otherwise arising out of or relating to these terms and conditions of use will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and ACE are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and ACE otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

CHANGES

You agree that ACE may at any time and without notice change the terms, conditions and notices under which this website is offered. You agree that no joint venture, partnership, employment or agency relationship exists between you and ACE as a result of this agreement or your use of this

website. The performance of these terms and conditions of use by ACE is subject to existing laws and legal process and nothing contained in this agreement is in derogation of the rights of ACE to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by ACE with respect to such use. These terms and conditions of use, the ACE privacy policy available at <https://ACEascend.com/privacy> and, where applicable, the ACE User Terms of Service available at <https://ACEascend.com/terms-and-conditions> and the ACE Tutor Terms of Service available at <https://ACEascend.com/terms-and-conditions>, constitute the entire agreement between you and ACE with respect to this website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ACE with respect to this website.

ii. ACE User Terms of Service

ACE ASCEND, operating under ACE of BRUSSELS ("ACE", "our", "us" or "we") provides an online platform known as ACE ASCEND that connects tutors with individuals seeking tutoring services (each a "User"[™]) and other services related thereto (collectively, the "Services") through our website, accessible at ACEASCEND.com (the "Site"). The Services include the ability for Users and Tutors (each as defined below) to interact via the ACE platform's interface or other methods as may be made available by ACE from time to time. These User Terms of Service govern your access to and use of the Site, the Services and the Collective Content (as hereinafter defined).

1. DEFINITIONS

- (a) "Account"[™] means the user profile you create by registering as a User on the Site in accordance with these User Terms of Service.
- (b) "Content" means all text, graphics, images, software, audio, video, information or other files or materials.
- (c) "Collective Content" means the ACE Content and the User Content.
- (d) "Credit" means the amount available to be credited towards Tutor Fees as reflected in your Account.
- (e) "ACE Content" means Content that ACE makes available through the Site or the Services, including any Content licensed from a third party, but excludes any User Content.
- (f) "Subscription Plan"[™] means your subscription plan pursuant to which you have purchased your Credit.
- (g) "Tutor"[™] means a tutoring or educational services provider accessible to Users via the Services.
- (h) "Tutor Fee"[™] means the amount deducted from a Users Credit on a proportionate basis in accordance with the length of a Tutor Session.

(i) "Tutor Services"™ mean any tutoring or educational services that a tutor may provide to a User that is related to a User's Account or the Services.

(j) "Tutor Session" means the period of time during which Tutor Services are provided by a Tutor to a User calculated on a per minute basis.

(k) "User"™ means you, a person who seeks and/or schedules Tutor Services for or on behalf of a student or yourself and includes a parent or guardian of a student if such student is a minor.

(l) "User Content" means Content that a Tutor or a User posts, uploads, publishes, submits or transmits to be made available through the Site or Services in connection with the Tutor Services or otherwise, including, without limitation, questions and related answers posted by Users and Tutors via the Services.

2. DISCLAIMER

As a User, your use of the Services is governed by the terms and conditions set forth herein together with ACE applicable policies. THE SITE AND SERVICES COMPRISE AN ONLINE MARKETPLACE WHICH FACILITATES THE CONNECTION BETWEEN USERS AND TUTORS FEATURED ON THE SITE AND VIA THE SERVICES. ACE CHARGES A FEE BASED ON A PERCENTAGE OF THE FEES EARNED BY A TUTOR WHEN HE OR SHE PROVIDES TUTOR SERVICES TO A USER(S). YOU UNDERSTAND AND AGREE THAT ACE IS NEITHER A PARTY TO ANY AGREEMENT ENTERED INTO BETWEEN A USER AND A TUTOR NOR DOES ACE HAVE ANY CONTROL OVER THE TUTOR SERVICES OR THE CONDUCT OF TUTORS AND OTHER USERS OF THE SITE AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD. ANY MEETINGS (VIRTUAL OR OTHERWISE) BETWEEN USERS, TUTORS OR ANY OTHER THIRD PARTIES AND ANY PURCHASES OF TUTOR SERVICES PROVIDED BY TUTORS ARE DONE AT THE PARTIES' SOLE RISK.

3. ELIGIBILITY; ACCEPTANCE OF TERMS

The Services made available through the Site are available only to, and may only be used by, individuals or dependents of individuals who are 18 years and older who can form legally binding contracts under applicable law. By creating an Account, you represent and warrant that the signatory is at least 18 years old and that all registration information you submit is accurate and truthful. ACE may, in its sole discretion, refuse to offer access to or use of the Site to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions. Users under the age of 18 must at all times use the Services only in conjunction with and under the supervision of a teacher, parent or legal guardian who is at least 18 years of age. In all such cases, such teacher, parent or guardian is the User, and is responsible for any and all ACE Account activities.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, OR YOUR ACE ACCOUNT, OR BY POSTING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES IN CONNECTION WITH YOUR TUTOR SERVICES OR OTHERWISE,

YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE USER TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE USER TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE OR SERVICES. If you accept or agree to these User Terms of Service on behalf of a corporation or other legal entity, you represent and warrant that you have the authority to bind that corporation or other legal entity to these User Terms of Service and, in such event, "you" and "your" will refer and apply to that corporation or other legal entity.

4. SITE AND SERVICE OPERATION

You acknowledge and agree that: (a) that the Site and Services are intended only to facilitate the provision of Tutor Services via our online platform and its video and text chat and document collaboration interface;

(b) ACE is not a provider of tutoring services;

(c) ACE' role is solely to facilitate the availability of the Site and Services to Tutors and Users through the marketplace created by the Site and Services; and

(d) ACE is not a contracting agent or representative of any Tutor. Tutors are independent contractors and are not employees or agents of ACE.

5. ACCOUNT REGISTRATION AND USAGE

(a) You can register to join the Service as a User by logging into your Account using certain third party social networking sites ("SNS"™) (including, but not limited to Facebook and Google) via our Site. When you register by logging into an SNS via our Site, we will obtain the Personal Information you have provided to that SNS (including, but not limited to your "real"™ name, profile picture, email address, list of SNS friends and any other information that you make available via the applicable SNS) from the account you have with such SNS and use that information to create your account and you will become a User; the information we obtain may depend on the information you provide to the applicable SNS and/or the privacy settings you have set or applied with the applicable SNS.

(b) When you register with ACE and set up your Account, you: (i) agree to provide ACE with accurate and complete information; (ii) agree to promptly update your Account information with any new information that may affect the operation of your Account; and (iii) authorize ACE, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your Account information or the information you provide to us related to any transactions you initiate via the Site and Services. You will not use false identities or impersonate any other person or use a username or password that you are not authorized to use.

(c) You are responsible for safeguarding and maintaining the confidentiality of your username, password and corresponding Account information. You agree not to disclose your password to any

third party and that you are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of your Account, whether or not you have authorized such activities or actions. You will immediately notify ACE of any unauthorized use of your username, password or Account.

(d) You agree that you will not permit, enable, introduce or facilitate persons who do not have an Account to have access to the features of the Site and Services only made available to registered Users.

6. PAYMENT FOR TUTOR SERVICES

Tutor Fees are paid online on a proportionate basis in accordance with the duration of each Tutor Session.

7. GUARANTEE AND TUTOR SESSION REFUNDS

If you are not completely satisfied with any Tutor Session, you may, within three (3) business days of the completion of such Tutor Session, initiate a dispute through your Account to seek a refund of the amount of such Tutor Session or otherwise charged to the credit card attached to your account if such Tutor Session exceeds the minutes available to you pursuant to the then current balance of your Credit. ACE will review all such disputes and will, in its sole discretion, accept or reject a refund request. If a refund is accepted, the amount debited from your account of your payment will be returned and the applicable Tutor will not be paid for his or her provision of the relevant Tutor Services. Users who use this Guarantee and Tutor Session Refund privilege multiple times will be subject to review, which may result in the suspension and/or termination of your Subscription Plan and/or your Account entirely.

8. PRIVACY

You acknowledge and agree that you have reviewed, acknowledge and agree to the ACE Privacy Policy, which is available at <https://ACEascend.com>, which policy governs ACE' collection and use of your "personal information"™ (as defined in the ACE Privacy Policy and/or applicable law).

9. INTERACTIONS WITH USERS AND PROVISION OF TUTOR SERVICES

As a User you acknowledge and agree to the following:

(a) ACE acts as a technology service that facilitates the provision of Tutor Services by Tutors to Users through an online marketplace. ACE does not make editorial or managerial decisions concerning, or otherwise exercise control or supervision over, a Tutor's Tutor Services, and ACE will not be held responsible for any Tutor's failure to comply with applicable laws or regulations. Without limiting the terms of the "Limitation of Liability"™ section below, ACE is not responsible for the use or exchange of any information, files or goods between Tutors and Users. Further, ACE does not control, nor is it responsible for, the truth, accuracy, completeness, safety, timeliness, quality, appropriateness, legality or applicability of anything said or written by Tutors or Users, including,

without limitation, the Tutor Services provided or other information made available through the Site and Services.

(b) You are solely responsible for your interactions with Tutors. Your use of the Site and the Services and your receipt of Tutor Services is at your own risk and discretion and you therefore agree to take reasonable precautions in all interactions with Tutors and that you are solely responsible for, and agree to exercise caution, discretion, common sense and judgment in, using the Site or receiving Tutor Services and disclosing information, including any personal information to Tutors, the provision of which is not required by the Site or the Services.

(c) ACE reserves the right to contact Users, in compliance with applicable law, in order to evaluate compliance with ACE rules and policies and these User Terms of Service. If you believe that a Tutor or another User has violated the law or is defrauding, threatening or otherwise endangering anyone, ACE urges you to immediately contact the police directly for assistance.

(d) You will comply with all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with your use of the Site and Services.

(e) You are solely responsible for all equipment necessary to access and use the Site and Services and to receive Tutor Services.

(f) You will not use the Site or Services in any manner that harasses a Tutor or another User or could otherwise interfere with any other party's use or enjoyment of the Site, Services or Tutor Services. You will respect the privacy of other Users and will not use the Site, Services or Tutor Services for unwelcome, rude or abusive communications or in any other disrespectful or detrimental manner, as determined by ACE in its sole discretion.

(g) You will neither use the Site nor the Services to invite a Tutor to meet in person nor may you receive Tutor Services from a Tutor outside of the Site or Services.

10. NO ENDORSEMENT

ACE does not endorse any Tutor and you are responsible for determining and confirming the identity and suitability of the Tutors with whom you interact as a result of your use, or use by any third party, of the Site and Services. ACE is not your agent or the agent of any Tutor and will not be responsible for any damages or harm which results from your interactions, or those of anyone else, with Tutors or other Users. By using the Site or Services, you, and any third party that may use the Site and Services under your Account, agree as follows: (i) any legal remedy or liability that you or such third party seek to obtain for the actions or omissions of a Tutor, User or other third party will be limited to a claim against such Tutor, User or third party who caused you, or such third party, harm; and (ii) you will not attempt to impose liability on, or seek any legal remedy from ACE with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with others you may come into contact with as a result of your use of the Site and Services.

11. OWNERSHIP

The Site, Services and Collective Content are protected by copyright, trademark, and other laws of all countries. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of ACE and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Collective Content.

12. ACE LICENSES

Subject to your compliance with the terms and conditions of these User Terms of Service, ACE grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any ACE Content solely for your personal and non-commercial purposes; and (ii) to access, modify, edit and download any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Services or Collective Content, except as expressly permitted in these User Terms of Service. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ACE or its licensors, except for the licenses and rights expressly granted in these User Terms of Service.

13. LICENSE GRANTED BY USER

By making any User Content available on or through the Site or Services, you hereby grant the following license to ACE, which ACE may exercise solely in connection with the Services, including its promotion of the Services, directly or indirectly: a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense to other users of the Services (including Users), to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content. ACE does not claim any ownership rights in any User Content and nothing in these User Terms of Service will be deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to ACE and to the rights in such User Content, as contemplated under these User Terms of Service; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or ACE's use of the User Content (or any portion thereof) on, through or by means of the Site or Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

14. THIRD PARTY SERVICES

You understand and agree that receiving ACE ASCEND Tutor Services may require use of a third party website or service (each a "Third Party Service"). Your use of any Third Party Service is voluntary. You shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software you may decide to use to receive any Tutor Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to use of any Third Party Service. ACE will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such Third Party Service.

15. FEEDBACK

If you decide to provide feedback, comments and suggestions for improvements to the Site or Services ("Feedback"), you may do so by emailing us at contact@aceascend.com. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

16. GENERAL PROHIBITIONS

You agree not to:

(a) post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's copyright, trademark, patent, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

(b) use, display, mirror or frame the Site, or any individual element within the Site or Services, ACE' name, any ACE trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without ACE' express written consent;

(c) access, tamper with, or use non-public areas of the Site, ACE' computer systems, or the technical delivery systems of ACE' providers;

(d) attempt to probe, scan, or test the vulnerability of any ACE system or network or breach any security or authentication measures;

(e) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by ACE or any of ACE' providers or any other third party (including another user) to protect the Site, Services or Collective Content;

- (f) attempt to access or search the Site, Services or Collective Content or download Collective Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by ACE or other generally available third party web browsers;
- (g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h) use any meta tags or other hidden text or metadata utilizing a ACE trademark, logo URL or product name without ACE' express written consent;
- (i) use the Site, Services or Collective Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these User Terms of Service;
- (j) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;
- (k) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content;
- (l) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Services;
- (m) collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;
- (n) impersonate or misrepresent your affiliation with any person or entity;
- (o) violate any applicable law or regulation; or
- (p) encourage or enable any other individual to do any of the foregoing.
- (q) Encourage, solicit or engage in any form of plagiarism or academic misconduct.

ACE will have the right to investigate and prosecute violations of any of the above to the fullest extent permitted by applicable law. ACE may involve and cooperate with law enforcement authorities in prosecuting Users who violate these User Terms of Service. You acknowledge that ACE has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these User Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. ACE reserves the right, at any time and without prior notice, to remove or disable access to

any Collective Content that ACE, at its sole discretion, considers to be in violation of these User Terms of Service or otherwise harmful to the Site or Services.

17. LINKS

The Site or Services may contain links to third-party websites or resources. You acknowledge and agree that ACE is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ACE of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources.

18. MODIFICATION

ACE reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these User Terms of Service, at any time and without prior notice. If we modify these User Terms of Service we will post the modification on the Site or provide you with notice of the modification. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified User Terms of Service. If the modified User Terms of Service are not acceptable to you, your only recourse is to cease using the Site and Services.

19. TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these User Terms of Service, ACE will have the right to suspend or disable your Account or terminate these User Terms of Service, at its sole discretion and without prior notice to you. ACE reserves the right to revoke your access to and use of the Site, Services and Collective Content at any time, with or without cause. In the event ACE terminates these User Terms of Service for your breach you will remain liable for all amounts due hereunder. You may cancel your Account at any time by sending an email to contact@ACEascend.com

20. INDEMNITY

You agree to defend, indemnify, and hold ACE, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your violation of these User Terms of Service, your access to or use of the Site, Services or Collective Content, your receipt of any Tutor Services, and any claim made by a third party as a result of your use of the Site or Services or your provision of any Tutor Services, including any claim alleging your infringement upon the copyrights, trademarks, trade secrets, patents or other intellectual property rights of such third party or in respect of your liability for Taxes, as outlined above under "Taxes"™.

21. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND COLLECTIVE CONTENT REMAINS WITH YOU. NEITHER ACE NOR ANY OTHER PERSON

OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE USER TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ACE' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE USER TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT EXCEED THE AMOUNT OF ALL AMOUNTS YOU HAVE PAID IN CONNECTION WITH YOUR RECEIPT OF TUTOR SERVICES VIA THE SITE AND SERVICES DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD, OR ONE HUNDRED POUNDS (£100.00) (WHICHEVER IS LESS). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ACE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

22. PROPRIETARY RIGHTS NOTICES

All trademarks, service marks, logos, trade names and any other proprietary designations of ACE used herein are trademarks or registered trademarks of ACE. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

23. CONTROLLING LAW AND JURISDICTION

These User Terms of Service and any action related thereto will be governed by the laws of the European Union applicable therein, without regard to conflicts of law provisions.

24. ENTIRE AGREEMENT

These User Terms of Service constitute the entire and exclusive understanding and agreement between ACE and you regarding the Site, Services and Collective Content, and these User Terms of Service supersede and replace any and all prior oral or written understandings or agreements between ACE and you regarding the Site, Services and Collective Content.

25. ASSIGNMENT

You may not assign or transfer these User Terms of Service, by operation of law or otherwise, without ACE' prior written consent, which consent may be delayed or withheld by ACE in its sole discretion. Any attempt by you to assign or transfer these User Terms of Service, without such consent, will be null and of no effect. ACE may assign or transfer these User Terms of Service, in its sole discretion, without restriction. Subject to the foregoing, these User Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

26. NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these User Terms of Service, will be in writing and given: (i) by ACE via email (in each case to the e-mail address that you provide to us in establishing an Account, as you may amend from time to time); or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

27. DISPUTE RESOLUTION

You and ACE agree that any dispute, claim or controversy between you and ACE, or otherwise arising out of or relating to these User Terms of Service or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site or Services (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and ACE are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and ACE otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Notwithstanding the "General"™ section, below, if this specific "Dispute Resolution"™ section is held to be unenforceable, then the entirety of this section will be deemed void, but without affecting the validity of the remainder of these User Terms of Service, which will remain in full force and effect. Except as provided in the preceding sentence, this section will survive any termination of these User Terms of Service.

28. CHANGES

Notwithstanding the provisions of the "Modification" section above, if ACE changes this "Dispute Resolution" section after the date you first accepted these User Terms of Service (or accepted any subsequent changes to these User Terms of Service), you may reject any such change by sending us written notice (including by email to contact@ACEascend.com) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of ACE' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and ACE in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these User Terms of Service (or accepted any subsequent changes to these User Terms of Service).

29. GENERAL

The failure of ACE to enforce any right or provision of these User Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ACE. Except as expressly set forth in these User Terms of Service, the exercise by either party of any of its remedies under these User Terms of Service will be without prejudice to its other remedies under these User Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these User Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these User Terms of Service will remain in full force and effect.

iii. Tutor Terms of Service

ACE ASCEND, operating as ACE or ACE of BRUSSELS ("ACE", "ACE of BRUSSELS", "our", "us" or "we") provides an online platform known as ACE ASCEND that connects tutors with individuals seeking tutoring services (each a "User"™) and other services related thereto (collectively, the "Services") through our website, accessible at www.ACE.co (the "Site"). The Services include the ability for Users and Tutors (each as defined below) to interact via the ACE platform's interface or other methods as may be made available by ACE from time to time.

These Tutor Terms of Service govern your access to and use of the Site, the Services and the Collective Content (as hereinafter defined) and constitute a binding legal agreement between you and ACE. The ACE User Terms of Service, accessible at <http://ACEASCEND.com/terms-and-conditions/> are incorporated herein by reference and apply to use of the Services by a User.

1. DEFINITIONS (a) "Account"™ means the user profile you create by registering as a User on the Site in accordance with these User Terms of Service.

(b) "Content" means all text, graphics, images, software, audio, video, information or other files or materials.

(c) "Collective Content" means the ACE Content and the User Content.

(d) "Tutor"™ means a tutoring or educational services provider accessible to Users via the Services.

(e) "ACE Content" means Content that ACE makes available through the Site or the Services, including any Content licensed from a third party, but excludes any User Content.

(f) "Tutor Services"™ mean any tutoring or educational services that a tutor may provide to a User that is related to a User's Account or the Services.

(g) "User"™ means you, a person who seeks and/or schedules Tutor Services for or on behalf of a student or yourself and includes a parent or guardian of a student if such student is a minor.

(h) "User Content" means Content that a Tutor or a User posts, uploads, publishes, submits or transmits to be made available through the Site or Services in connection with the Tutor Services or otherwise, including, without limitation, questions and related answers posted by Users and Tutors via the Services.

2. DISCLAIMER

As a Tutor, your use of the Services is governed by the terms and conditions set forth herein together with ACE applicable policies. THE SITE AND SERVICES COMPRISE AN ONLINE PLATFORM WHICH FACILITATES THE CONNECTION BETWEEN USERS AND TUTORS FEATURED ON THE SITE AND VIA THE SERVICES. YOU UNDERSTAND AND AGREE THAT ACE IS NEITHER A PARTY TO ANY AGREEMENT ENTERED INTO BETWEEN A USER AND A TUTOR NOR DOES ACE HAVE ANY CONTROL OVER THE TUTOR SERVICES OR THE CONDUCT OF USERS, TUTORS AND OTHER USERS OF THE SITE AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD. ANY MEETINGS (VIRTUAL OR OTHERWISE) BETWEEN USERS, TUTORS OR ANY OTHER THIRD PARTIES AND ANY PURCHASES OF TUTOR SERVICES PROVIDED BY TUTORS ARE DONE AT THE PARTIES' SOLE RISK.

3. CONFLICT OF TERMS

Certain areas of the Site (and your access to or use of certain Services or Collective Content) may be subject to different terms and conditions as posted therein or thereon and may require that you agree with and accept such additional terms and conditions; provided, however, that if there is a conflict between these Tutor Terms of Service and those terms and conditions posted for and which pertain to a specific area of the Site, Services or Collective Content, the Tutor Terms of Service will govern.

4. ACCEPTANCE OF TERMS

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES, OR YOUR ACE ACCOUNT, OR BY POSTING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES IN CONNECTION WITH YOUR TUTOR SERVICES OR OTHERWISE, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TUTOR TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED VIA THE SITE. IF YOU DO NOT AGREE TO THESE TUTOR TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR COLLECTIVE CONTENT. If you accept or agree to these Tutor Terms of Service on behalf of a corporation or other legal entity, you represent and warrant that you have the authority to bind that corporation or other legal entity to these Tutor Terms of Service and, in such event, "you" and "your" will refer and apply to that corporation or other legal entity.

5. SITE AND SERVICE OPERATION

You acknowledge and agree that: (a) that the Site and Services are intended only to facilitate the provision of Tutor Services via our online platform and its video and text chat and document collaboration interface;

(b) ACE is not a provider of tutoring services;

(c) ACE' role is solely to facilitate the availability of the Site and Services to Tutors and Users; and

(d) ACE is not a contracting agent or representative of any Tutor or User. Tutors are independent contractors and are not employees or agents of ACE.

6. RELATIONSHIP OF PARTIES

You acknowledge and agree that the relationship between you and ACE is that of an independent contractor and nothing in these Tutor Terms of Service may be construed as establishing an employment or agency relationship between you and ACE. You have no authority to bind ACE by contract or otherwise. You will determine, in your sole discretion, the manner and means by which you provide Tutor Services in connection with these Tutor Terms of Service or as related to the Services or Site, subject to the requirement that you will at all times comply with applicable law. You acknowledge and agree that you are not and will not be entitled to any benefits paid or made available by ACE to its employees, including, without limitation, any vacation, sick leave or similar pay or benefit, or to participate in any plans, arrangements or distributions made by ACE pertaining to any bonus, stock option, profit sharing, insurance or similar benefits, whether available to employees of ACE or otherwise.

7. TUTOR ELIGIBILITY

In order to register as a Tutor, provide Tutor Services, and to be eligible to receive payment for the Tutor Services you provide, you must register and create an Account and be 18 or older. By creating an Account and registering as a Tutor, you represent and warrant to us that you are 18 or older.

8. ACCOUNT REGISTRATION AND USAGE

(a) You can register to join the Service as a Tutor by logging into your Account using certain third party social networking sites ("SNS"™) (including, but not limited to Facebook) via our Site. When you register by logging into an SNS via our Site, we will obtain the Personal Information you have provided to that SNS (including, but not limited to your "real"™ name, profile picture, email address, list of SNS friends and any other information that you make available via the applicable SNS) from the account you have with such SNS and use that information to create your account and you will become a User; the information we obtain may depend on the information you provide to the applicable SNS and/or the privacy settings you have set or applied with the applicable SNS.

(b) When you register with ACE and set up your Account, you: (i) agree to provide ACE with accurate and complete information; (ii) agree to promptly update your Account information with any new information that may affect the operation of your Account; and (iii) authorize ACE, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your Account information or the information you provide to us related to any transactions you initiate via the Site and Services. You will not use false identities or impersonate any other person or use a username or password that you are not authorized to use.

(c) You are responsible for safeguarding and maintaining the confidentiality of your username, password and corresponding Account information. You agree not to disclose your password to any third party and that you are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of your Account, whether or not you have authorized such activities or actions. You will immediately notify ACE of any unauthorized use of your username, password or Account.

(d) You agree that you will not permit, enable, introduce or facilitate: (i) persons who do not have an Account to have access to the features of the Site and Services only made available to registered Tutors; and (ii) other persons to participate in providing Tutor Services from your Account.

9. PRIVACY

You acknowledge and agree that you have reviewed, acknowledge and agree to the ACE Privacy Policy, which is available at <http://ACE.co/privacy>, which policy governs ACE' collection and use of your "personal information"™ (as defined in the ACE Privacy Policy and/or applicable law).

10. REPRESENTATIONS AND WARRANTIES

If you register via the Site and Services as a Tutor, you represent and warrant to ACE that you: (i) have the requisite knowledge in the subject(s) you select via the Services to provide Tutor Services in such subjects to Users; (ii) will utilize User-paid Tutor Services time solely to provide Tutor Services only; (iii) are or were a student at the academic institution(s) you listed as your school at the time of registration of your Account to use the Site and Services; and (iv) will not provide Tutor Services to persons under the age of 13. You understand and agree that Users will contact you via the Site and Services and request that you provide Tutor Services, but that you have no obligation to provide any Tutor Services, and any Tutor Services you may choose to provide are in your sole discretion.

11. INTERACTIONS WITH USERS AND PROVISION OF TUTOR SERVICES

As a Tutor you acknowledge and agree to the following: (a) ACE acts as a technology service that facilitates the provision of Tutor Services by Tutors to Users. ACE does not make editorial or managerial decisions concerning, or otherwise exercise control or supervision over, a Tutor's Tutor Services, and ACE will not be held responsible for any Tutor's failure to comply with applicable laws or regulations. Without limiting the terms of the "Limitation of Liability"™ section below, ACE is not responsible for the use or exchange of any information, files or goods between Tutors and Users. Further, ACE does not control, nor is it responsible for, the truth, accuracy, completeness, safety, timeliness, quality, appropriateness, legality or applicability of anything said or written by Tutors or Users, including, without limitation, the Tutor Services provided or other information made available through the Site and Services.

(b) You are solely responsible for your interactions with Users. You understand that ACE does not in any way screen Users. Your use of the Site and the Services and your provision of Tutor Services is at your own risk and discretion and you therefore agree to take reasonable precautions in all

interactions with Users and that you are solely responsible for, and agree to exercise caution, discretion, common sense and judgment in, using the Site or providing Tutor Services and disclosing information, including any personal information to Users, the provision of which is not required by the Site or the Services.

(c) ACE reserves the right to contact Tutors and Users, in compliance with applicable law, in order to evaluate compliance with ACE rules and policies and these Tutor Terms of Service. If you believe that a User or another Tutor has violated the law or is defrauding, threatening or otherwise endangering anyone, ACE urges you to immediately contact the police directly for assistance.

(d) You will comply with all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with your provision of Tutor Services.

(e) You are solely responsible for the content of the communications, assistance and direction that you provide as part of the Tutor Services.

(f) You are solely responsible for all equipment necessary to access and use the Site and Services and to provide Tutor Services.

(g) You will not record or otherwise store any Tutor Services session that you provide through the Site or Services.

(h) You will not use the Site or Services or provide Tutor Services in any manner that harasses a User or another Tutor or could otherwise interfere with any other party's use or enjoyment of the Site, Services or Tutor Services provided by any other Tutor. You will respect the privacy of other Users and will not use the Site, Services or Tutor Services for unwelcome, rude or abusive communications or in any other disrespectful or detrimental manner, as determined by ACE in its sole discretion.

(i) You will neither use the Site nor the Services to invite a User to meet in person nor may you provide Tutor Services to a User outside of the Site or Services.

12. PAYMENTS

(a) If you register to use the Site and Services as a Tutor and provide Tutor Services via the Site and Services, you may be entitled to receive payment from ACE for the provision of such Tutor Services. ACE pays Tutors on a per hour basis in accordance with the number of hours or partial hours of Tutor Services provided to Users, in accordance with the rates specified. Tutor Payments will be prorated for partial hours of Tutor Services provided. In order to receive Tutor Payments from ACE, you will be required to create an account with <https://smartbe.be>, our third party payment processor. Tutor Payments will be remitted to you via the account you create with such third party payment processor in accordance with the Guarantee and Tutor Session Refund policy set forth in the ACE User Terms of Service. You are solely responsible for ensuring that you will be able to transfer money from your Smart account.

(b) You acknowledge and agree that ACE reserves the right, in its sole discretion, to prospectively modify the applicable rates for Tutor Payments at any time. If we modify the rates for Tutor Payments, we will post the modified rates on the Site with thirty (30) days advance notice of the effective date of such modifications. By continuing to provide Tutor Services after the expiry of such notice period, you will acknowledge your agreement to be bound by the modified rates for Tutor Payments. If the modified rates for Tutor Payments are not acceptable to you, your only recourse is to cease providing Tutoring Services via the Site and Services.

(c) If any Tutor Payment sent to you by ACE in accordance with these Tutor Terms of Service is later invalidated or reversed for any reason, including, without limitation, in the event that we issue a refund in accordance with Guarantee and Tutor Session Refund policy set forth in the ACE User Terms of Service to a User who requests a refund in respect of Tutor Services received from you (a "Returned Payment"™), you will be liable to ACE for the full amount of such Tutor Payment that ACE sent to you and any fees related thereto, and ACE may set off any future Tutor Payments that are validly owing to you against such Returned Payments, failing which you will remain responsible to reimburse ACE in the event of any such Returned Payment.

13. TAXES

You acknowledge and agree that you are solely responsible for determining your own tax reporting requirements and any liability for taxes on income received or any other similar taxes, which relate to your receipt of any compensation (including Tutor Payments) from ACE ("Taxes"™), and that you will report to all government agencies having jurisdiction all income received by you for services performed in connection with these Tutor Terms of Service (including Tutor Services), the Services, or the Site. We cannot and do not offer tax advice to any Tutors. Furthermore, you agree to indemnify and save ACE harmless from and against any and all claims, charges, penalties or demands relating to the payment of Taxes, which may be made against you by any government agency having jurisdiction, requiring the payment of Taxes in respect of income received by you and in respect of any and all claims, charges, penalties or demands, which may be made on behalf of or related to any employment insurance or public pension or social security programs pursuant to applicable law, with respect to any amount which may, in the future, be found to be payable by you or on your behalf.

The Tutor shall be solely responsible for and shall account for all tax due in respect of the sums paid by students to the Tutor, including but not limited to PAYE and National Insurance Contributions.

The Tutor agrees to update the Company on their VAT status and any changes to it, whether acting as a sole trader or a limited liability company.

The Tutor agrees to indemnify the Company in respect of irrecoverable VAT or any claims that may be made by the relevant authorities against the Company in respect of demands for payment of tax or National Insurance or similar contributions relating to the provision of the Services to the Tutor, or the provision of tutoring by the Tutor to any matched students.

14. NO ENDORSEMENT

ACE does not endorse any User and you are responsible for determining and confirming the identity and suitability of the Users with whom you interact as a result of your use, or use by any third party, of the Site and Services. ACE is not your agent or the agent of any User and will not be responsible for any damages or harm which results from your interactions, or those of anyone else, with Tutors or Users. By using the Site or Services, you, and any third party that may use the Site and Services under your Account, agree as follows: (i) any legal remedy or liability that you or such third party seek to obtain for the actions or omissions of a Tutor, User or other third party will be limited to a claim against such Tutor, User or third party who caused you, or such third party, harm; and (ii) you will not attempt to impose liability on, or seek any legal remedy from ACE with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with others you may come into contact with as a result of your use of the Site and Services.

15. OWNERSHIP

The Site, Services and Collective Content are protected by copyright, trademark, and other laws of the European Union. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of ACE and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Collective Content.

16. ACE LICENSES

Subject to your compliance with the terms and conditions of these Tutor Terms of Service, ACE grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any ACE Content solely for your personal and non-commercial purposes; and (ii) to access, modify, edit and download any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Services or Collective Content, except as expressly permitted in these Tutor Terms of Service.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ACE or its licensors, except for the licenses and rights expressly granted in these Tutor Terms of Service.

17. LICENSE GRANTED BY TUTOR

We may, in our sole discretion, permit users of the Services to post, upload, publish, submit or transmit User Content. By making any User Content available on or through the Site or Services, you hereby grant the following license to ACE, which ACE may exercise solely in connection with the Services, including its promotion of the Services, directly or indirectly: a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense to other users of the Services (including Users), to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User

Content. ACE does not claim any ownership rights in any User Content and nothing in these Tutor Terms of Service will be deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to ACE and to the rights in such User Content, as contemplated under these Tutor Terms of Service; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or ACE' use of the User Content (or any portion thereof) on, through or by means of the Site or Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

18. THIRD PARTY SERVICES

You understand and agree that provision of Tutor Services may require use of a third party website or service (each a "Third Party Service"). Your use of any Third Party Service is voluntary. You shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software you may decide to use to provide the Tutor Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to use of any Third Party Service. ACE will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such Third Party Service.

19. FEEDBACK

If you decide to provide feedback, comments and suggestions for improvements to the Site or Services ("Feedback"), you may do so by emailing us at contact@aceascend.com. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

20. GENERAL PROHIBITIONS

You agree not to:

(a) post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's copyright, trademark, patent, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

(b) use, display, mirror or frame the Site, or any individual element within the Site or Services, ACE' name, any ACE trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without ACE' express written consent;

- (c) access, tamper with, or use non-public areas of the Site, ACE' computer systems, or the technical delivery systems of ACE' providers;
- (d) attempt to probe, scan, or test the vulnerability of any ACE system or network or breach any security or authentication measures;
- (e) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by ACE or any of ACE' providers or any other third party (including another user) to protect the Site, Services or Collective Content;
- (f) attempt to access or search the Site, Services or Collective Content or download Collective Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by ACE or other generally available third party web browsers;
- (g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h) use any meta tags or other hidden text or metadata utilizing a ACE trademark, logo URL or product name without ACE' express written consent;
- (i) use the Site, Services or Collective Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these User Terms of Service;
- (j) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;
- (k) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content;
- (l) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Services; (m) collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;
- (n) impersonate or misrepresent your affiliation with any person or entity; (o) violate any applicable law or regulation; or
- (p) encourage or enable any other individual to do any of the foregoing.
- (q) Engage in, or solicit, or agree to engage in academic misconduct or plagiarism

ACE will have the right to investigate and prosecute violations of any of the above to the fullest extent permitted by applicable law. ACE may involve and cooperate with law enforcement authorities in prosecuting Users who violate these User Terms of Service. You acknowledge that ACE has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these User Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. ACE reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that ACE, at its sole discretion, considers to be in violation of these User Terms of Service or otherwise harmful to the Site or Services.

21. LINKS

The Site or Services may contain links to third-party websites or resources. You acknowledge and agree that ACE is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ACE of such websites or resources or the content, products, or services available from such websites or resources. You

acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources.

22. MODIFICATION

ACE reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Tutor Terms of Service, at any time and without prior notice. If we modify these Tutor Terms of Service we will post the modification on the Site or provide you with notice of the modification. By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Tutor Terms of Service. If the modified Tutor Terms of Service are not acceptable to you, your only recourse is to cease using the Site and Services.

23. TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Tutor Terms of Service, ACE will have the right to suspend or disable your Account or terminate these Tutor Terms of Service, at its sole discretion and without prior notice to you. ACE reserves the right to revoke your access to and use of the Site, Services and Collective Content at any time, with or without cause. In the event ACE terminates these Tutor Terms of Service for your breach: (i) you will remain liable for all amounts due hereunder; and (ii) ACE will only remain liable for all validly outstanding, undisputed Tutor Payments owing to you as of the effective date of termination. You may cancel your Account at any time by sending an email to contact@aceascend.com.

24. DISCLAIMERS

THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS," "WHERE IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. ACE AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY OF BACKED-UP DATA AND PERFORMANCE OF THE SITE AND SERVICES. ACE DOES NOT WARRANT THAT THE SITE AND SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE AND SERVICES WILL BE CORRECTED IN A TIMELY MANNER OR AT ALL, OR THAT ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. ACE DOES NOT WARRANT THAT PROVISION OF TUTOR SERVICES WILL PRODUCE ANY LEVEL OF PROFIT OR BUSINESS FOR YOU OR OTHERWISE PROVIDE ANY ECONOMIC BENEFIT.

YOU ACKNOWLEDGE AND AGREE THAT: (A) ACE DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO

OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS; (B) ACE WILL NOT BE RESPONSIBLE FOR ANY OF THE FOREGOING ACTIVITIES; (C) YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS; AND (D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ACE OR THROUGH THE SITE, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH TUTORS AND OTHER USERS OF THE SITE AND SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERACTION WITH TUTORS OR USERS VIA THE SERVICES OR OTHERWISE. YOU UNDERSTAND THAT ACE DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES, NOR DOES ACE MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF TUTORS, USERS AND OTHER USERS OF THE SITE OR SERVICES. ACE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OR USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES.

25. INDEMNITY

You agree to defend, indemnify, and hold ACE, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Tutor Terms of Service, your access to or use of the Site, Services or Collective Content, your provision of any Tutor Services, and any claim made by a third party as a result of your use of the Site or Services or your provision of any Tutor Services, including any claim alleging your infringement upon the copyrights, trademarks, trade secrets, patents or other intellectual property rights of such third party or in respect of your liability for Taxes, as outlined above under "Taxes"™.

Tutors on ACE are self-employed and indemnify ACE against and employment related claims. The Tutor is a self-employed individual and nothing in this agreement shall render him an employee, worker, agent or partner of the Company and the Tutor shall not hold himself out as such.

The Tutor has delegated to the Company the ability and responsibility of introducing clients and students, setting tuition fees, administering invoicing and payments, collecting payments and administering penalties for late payments on behalf of the Tutor.

This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Tutor shall be fully responsible for and shall indemnify the Company for and in respect of any liability arising from any employment-related claim or any claim based on employee or worker status (including reasonable costs and expenses) brought by the Tutor against the Company arising out of or in connection with the provision of the Services.

The Tutor shall be fully responsible for the conduct, content and delivery of tutoring (in accordance with the Terms and Conditions) and shall indemnify the Company for and in respect of any liability arising from any claim against the Tutor from the student related to The Project or out of or in connection with the provision of the Services. Such claims may include (but are not limited to) claims and losses arising from plagiarism, claims and losses arising from engaging in academic misconduct, professional misconduct, social misconduct and criminal activity.

The Tutor shall indemnify the Company for and in respect of any liability arising from any claim against the Client from the Tutor related to The Project out of or in connection with the provision of the Services. Such claims may include (but are not limited to) claims and losses arising from plagiarism, claims and losses arising from engaging in academic misconduct, professional misconduct, social misconduct and criminal activity.

26. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND COLLECTIVE CONTENT REMAINS WITH YOU. NEITHER ACE NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TUTOR TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH TUTORS, USERS OR OTHER USERS OF THE SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ACE' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TUTOR TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT EXCEED THE AMOUNT OF ALL TUTOR PAYMENTS

ACE HAS PAID TO YOU IN CONNECTION WITH YOUR PROVISION OF TUTOR SERVICES VIA THE SITE AND SERVICES DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD OR FIVE HUNDRED DOLLARS (CAD\$500.00) (WHICHEVER IS LESS). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ACE AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

27. PROPRIETARY RIGHTS NOTICES

All trademarks, service marks, logos, trade names and any other proprietary designations of ACE used herein are trademarks or registered trademarks of ACE. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

28. CONTROLLING LAW AND JURISDICTION

These Tutor Terms of Service and any action related thereto will be governed by the laws of the United Kingdom applicable therein, without regard to conflicts of law provisions.

29. ENTIRE AGREEMENT

These Tutor Terms of Service constitute the entire and exclusive understanding and agreement between ACE and you regarding the Site, Services and Collective Content, and these Tutor Terms of Service supersede and replace any and all prior oral or written understandings or agreements between ACE and you regarding the Site, Services and Collective Content.

30. ASSIGNMENT

You may not assign or transfer these Tutor Terms of Service, by operation of law or otherwise, without ACE' prior written consent, which consent may be delayed or withheld by ACE in its sole discretion. Any attempt by you to assign or transfer these Tutor Terms of Service, without such consent, will be null and of no effect. ACE may assign or transfer these Tutor Terms of Service, in its sole discretion, without restriction. Subject to the foregoing, these Tutor Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

31. NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Tutor Terms of Service, will be in writing and given: (i) by ACE via email (in each case to the e-mail address that you provide to us in establishing an Account, as you may amend from time to time); or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

32. DISPUTE RESOLUTION

You and ACE agree that any dispute, claim or controversy between you and ACE, or otherwise arising out of or relating to these Tutor Terms of Service or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site or Services (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other

equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and ACE are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and ACE otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Notwithstanding section 35 "General"™, if this specific "Dispute Resolution"™ section is held to be unenforceable, then the entirety of this section will be deemed void, but without affecting the validity of the remainder of these Tutor Terms of Service, which will remain in full force and effect. Except as provided in the preceding sentence, this section will survive any termination of these Tutor Terms of Service.

33. CHANGES

Notwithstanding the provisions of the "Modification" section above, if ACE changes this "Dispute Resolution" section after the date you first accepted these Tutor Terms of Service (or accepted any subsequent changes to these Tutor Terms of Service), you may reject any such change by sending us written notice (including by email to contact@aceascend.com) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of ACE' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and ACE in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Tutor Terms of Service (or accepted any subsequent changes to these Tutor Terms of Service).

34. GENERAL

The failure of ACE to enforce any right or provision of these Tutor Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ACE. Except as expressly set forth in these Tutor Terms of Service, the exercise by either party of any of its remedies under these Tutor Terms of Service will be without prejudice to its other remedies under these Tutor Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Tutor Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Tutor Terms of Service will remain in full force and effect.

iv. ACE Cancellation Policy

USERS

1. CANCELLATION AND NO-SHOW POLICY

By accepting a scheduled class request on ACE, you are agreeing to pay for the full duration of the scheduled class. You may cancel a scheduled class at more than 24 hours notice. If less than 24 hours then charging or rearranging for the scheduled class will be at the tutor's discretion. They have the right to charge 0%, 50% or 100% of the class value, if you do not show up for the class.

2. LATE POLICY

If you are late for your scheduled tutoring session, you will still be billed from the start of the scheduled time. For example, if you are 20 minutes late for a one-hour session, the full hour will be deducted from your subscription.

If you are 15 minutes late or more, your tutor will have the option of cancelling the session altogether or charging you for the missed class.

If your tutor is 15 minutes late or more, you will have the option of cancelling the entire session at no charge to you.

3. TIPPING POLICY

Students are not permitted to offer a gratuity to their tutor, either inside or outside of ACEASCEND.com.

TUTORS

1. CANCELLATION AND NO-SHOW POLICY

As a tutor, you can cancel a scheduled class at any time before its scheduled start time. Your client can not cancel a class less than 24 hours before its scheduled to start, however you may rearrange the class if they have requested to cancel/rearrange. You may cancel, charge or rearrange at any time. For a missed class, you can charge 0%, 50% or 100% for the class, at your discretion.

2. LATE POLICY

If you are late for your scheduled tutoring session, you will not be paid for the minutes that you were late at the specified rate. Continuing to be late for classes may result in a ban from the platform at the discretion of ACE.

3. TIPPING POLICY

Tutors are not permitted to receive gratuities from their students, either inside or outside of ACEASCEND.com.