

IMPARO EDUCATION PTY LTD (ACN 615 439 015)

CLIENT SERVICES AGREEMENT

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1. Background

- A. This Client Services Agreement (**Agreement**) is a binding legal agreement between IMPARO EDUCATION PTY LTD (ACN 615 439 015) (**Imparo Education, We, Our or Us**) and you or a related party or family member on whose behalf you engage or interact with us (**You, Your or Client**).
- B. Imparo Education operates a business which facilitates the connection between primary school students, secondary school students and university students (Clients) with qualified education professionals (**Tutors**) for the purpose of providing and facilitating online and face-to-face tutoring services, as specified in more detail in paragraph XXX below (**Services**).
- C. Imparo Education provides these services through its website located at <http://www.imparo.com.au/> and through digital mobile applications for use on phone and tablets (**Website**).
- D. Subject to the terms of this Agreement, Imparo Education agrees to make available the Website and the provision of the Services to You for the period set out in paragraph XXX below and on the terms and conditions set out in this Agreement.

2. Definitions and interpretation

- A. This agreement is governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- B. In the interpretation of this agreement:
 - (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
 - (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
 - (c) Grammatical forms of defined words or phrases have corresponding meanings;
 - (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
 - (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - (f) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (g) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

3. Acceptance & revisions

- A. You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our Website located at <http://www.imparo.com.au/>.
- B. By registering for an account on the Website (an **Account**), or by clicking to **accept the Terms of Service when prompted on the Website**, you are deemed to have executed this Agreement and any of our other Terms of Service electronically, effective on the date you register your Account or click to accept the Terms of Service, pursuant to *Electronic Transactions (Victoria) Act 2000* (Victoria), the *Electronic Transactions Act 1999* (Cth) and the applicable equivalent legislation in your state or territory in Australia. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, the other Terms of Service, and any amendments.
- C. You agree that your continued use of the Website, including mobile websites and applications, owned and operated by us, is deemed acceptance of the terms and conditions set out in this Agreement.
- D. Imparo Education may, in its sole discretion, amend this Agreement and any other Terms of Service or other policies at any time by posting a revised version on the Website and will provide reasonable notice to You in advance before any amendment that includes a substantial change that reduces your rights or increases your responsibilities (**Substantial Change**). If the Substantial Change includes an increase to Fees charged by Us, We will provide You with at least 14 days' advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in our fees or any temporary or promotional fee change.
- E. Any revisions to the Terms of Service will take effect on the noted effective date or, if there is no noted effective date specified, when posted (each, as applicable, the **Effective Date**).
- F. Your continued use of the Website after the Effective Date of a revised version of this Agreement or of any other Terms of Service constitutes your acceptance of and agreement to be bound by the Agreement and the Terms of Service as revised. In the event of a conflict between this Agreement and the other Terms of Service, this Agreement will supersede those other Terms of Service, unless the other terms explicitly state that they supersede this Agreement.

4. Incorporation of Imparo Education policies

- A. This Agreement includes and hereby incorporates by reference the following: Our Website Terms of Use; Cookie Policy; Privacy Policy; Payroll Agreement; Mobile & Social Media Acceptable Use Policy; and,
- B. Any such agreements which may be in effect and modified by Imparo Education from time to time (collectively, with this Agreement, the **"Terms of Service"**) which we notify you about or which are available on our Website at <http://www.imparo.com.au/>.

- C. You agree to comply with any and all of Imparo Education's policies, which may be in force from time to time, including its work health and safety policies and procedures.

5. Fees and expenses

- A. You Agree that Imparo Education may set appropriate fixed-price fees or hourly rates, which are Payable by Clients into either an escrow account or through a third-party financial provider.
- B. Once You engage Imparo Education or its Tutors to provide any of the Services, you will be required to pay the appropriate fee into the escrow or third party account before the Tutor performs the Services, after which Imparo Education will deduct any applicable fees rendering the balance to be paid to the Tutor within **two (2)** business days.
- C. Imparo Education or its third party financial services provider may make available to You appropriate credit, debit or other electronic payment or merchant payment facilities to you and You agree to be bound by the Imparo Education's **Payment Policy**, in effect from time to time, or any third party terms of service as may be applicable from time to time.
- D. If You fail to pay the appropriate fee for the Services, or You cancel Your credit or debit card authorisation to Us, initiate a chargeback, or by any other means reverse the payment of the Fees, You authorise us to suspend Your access to the Services or withhold or offset any payment owed to You, including against future payments, until the matter is resolved to Our reasonable satisfaction.

6. Non-circumvention

- A. By entering into this Agreement, you acknowledge and agree that a substantial portion of the compensation that Imparo Education receives for making the Website available to You, its Clients and for engaging its Tutors to perform the services, is received through fees charged and collected from clients of the Website (**Service Fee**). Imparo Education only receives this Service Fee when a You make a payment through the Website.
- B. You expressly agree that, from the time you identify or are identified by any party through the Website (the **Non-Circumvention Period**), you must use the Website as your exclusive method to request, make, and receive all payments for Services directly or indirectly with that Tutor or other party or arising out of your relationship with that Tutor (the **Client Relationship**). You may opt-out of this obligation with respect to each Tutor only if Imparo Education provides you with express permission to do so in writing.
- C. During the term of this Agreement, You must directly or indirectly seek to engage any Tutor in any other employment, occupation, consulting or other business activity, directly or indirectly in competition with the business of Imparo Education or in conflict with the Your obligations to Imparo Education under this Agreement.

- D. You agree to notify Us immediately if a Tutor or another person contacts you or suggests making or receiving payments outside of the Website. If you are aware of a breach or potential breach of this non-circumvention agreement, you must notify Us immediately.

7. Services

- A. The Services our Tutors are able to provide to you include:
 - (a) XXX
 - (b) XXX
- B. Your engagement of Us commences on the date that You sign this Agreement (if provided in writing by the Us to You) or the date and time that You electronically accept this Agreement on the Website, and continues until terminated in accordance with this Agreement.
- C. You warrant that Your use of the Services will not breach the terms of any other binding arrangement you have with any other third party and you expressly agree to indemnify Imparo Education to the full extent of any loss or injury suffered by Imparo Education if you breach this warranty.
- D. You must comply with all reasonable time limits imposed by Us with respect to payment for the performance of the Services.
- E. You must not seek, offer, or endorsing any services that violate the academic policies of any educational institution;
- F. You agree to receive the Services in a professional manner and to engage with our Tutors in a professional and courteous manner at all times.
- G. You agree that the Services may be varied as circumstances dictate or otherwise at the direction of Us, from time to time.
- H. You agree to comply with the policies and procedures adopted by Us in the conduct of our business, including any health and safety policy.
- I. You must act with good faith in all of Your dealings with Us and our Tutors, whilst receiving the Services or using the Website, and you must not intentionally do anything which is harmful to Us, our Tutors or our reputation.
- J. You must provide your own equipment in the receipt of the Services under this Agreement, including any calculators or other electronic devices. If We provide any additional equipment to You, this equipment is deemed necessary by Us and will be provided by, and remain the property of, Imparo Education.

8. Statutory obligations, insurances and registrations

- A. You must comply with any statutory obligations in respect of the Services, including but not limited to compliance with:

- (a) Applicable industrial relations and anti-discrimination legislation; and
 - (b) Occupational health and safety legislation.
- B. You must obtain and maintain until the termination of this Agreement a suitable and commonly accepted public liability insurance policy with respect to the location where the Services are to be performed.

9. Confidential information

- A. You covenant on behalf of Yourself and Your financial, legal and other advisors that they will keep confidential and not divulge either directly or indirectly to any person any information relating to the business, processes, systems or affairs of the other party which is of a confidential nature or which is not otherwise in the public domain, including the terms of this Agreement, save to the extent that the disclosure may be required by statute or may reasonably be required for the purpose of enabling the parties to fulfil their respective obligations under this Agreement or as may otherwise be required by law. This clause shall have force after the termination or expiry of this Agreement.
- B. You shall not at any time or for any reason, whether during the term of this Agreement or after its termination, divulge any confidential information to any third party and You hereby indemnify Imparo Education and any related entity against any loss or damage they may suffer as a result of the breach of confidentiality.

10. Intellectual property

- A. You acknowledge that the intellectual property in all works or Services that You or Your servants or agents in the course of the fulfilment of Your obligations hereunder become the absolute property of Imparo Education and that You shall do all things and sign all documents that may be necessary to vest such intellectual property in Imparo Education.
- B. You irrevocably appoint Imparo Education to be Your attorney to do all things and sign all documents that may be necessary to vest such intellectual property in Imparo Education.

11. Relationship of the parties

- A. **Independent Contractor Acknowledgement**
- (a) You acknowledge that this Agreement is intended as an Agreement for the provision of Services and creates the relationship of a service provider and customer and does not create any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.
 - (b) You acknowledge and agree that any Tutor you engage through the Website has the relationship of an independent contractor with Imparo Education with its own Australian

Business Number (**ABN**) and is not the relationship of employer and employee, principal and agent or the relationship of partnership.

B. No assignment

This Agreement is personal to You and must not be assigned without the prior written consent of Imparo Education. Such consent may be given or withheld at Our absolute discretion. Any assignment or purported assignment shall be void and of no effect.

12. Your warranties

A. You warrant at all times during the contract term that:

- (a) You are over the legal age limit in your state, territory or country, required to make legally binding financial decisions, including the use of a credit or debit card;
- (b) You will comply with all statutory provisions, regulations, orders and by-laws of any government, municipal or statutory authority which relate to the provision of the Services;
- (c) This Agreement constitutes a legally valid and binding obligation on the Tutor, enforceable in accordance with its terms;
- (d) You have made all enquiries of Imparo Education for the purpose of making an informed assessment of its ability to enter into and to perform all of the obligations of this Agreement; and
- (e) You have exercised your own judgment in entering into this Agreement and have not relied on any warranty or representation made by Imparo Education, its officers, employees or agents, save as specifically set out in this Agreement.

B. You agree to notify us immediately of any change in your personal contact details, including Your email address, your method of making any payment to Us, including your credit or debit card, by updating your Account information on the Website or by contacting our customer support team.

13. Release, discharge and indemnity

A. You must ensure that the Tutor and members of the general public accessing the Services are not exposed to risk to their health or safety arising from the provision of the Services and must ensure that you comply with the requirements of all relevant work health and safety legislation or regulations in relation to the provision of the Services while the Tutor is on your property or premises.

B. You must not create or leave unattended any hazards, accidents and injuries. All hazards, accidents and injuries must be reported immediately to Us or the Tutor when performing the Services at a Your property or premises. All potential hazards, accidents and injuries which the Tutor has noticed, whether caused by the Tutor or not, must be reported to Our representatives

as soon as possible and no later than the next business day. Where Your acts or omissions cause loss, damage or injury to third parties or the Tutor, You must promptly deal with any third party claims and you expressly indemnify Imparo Education to the full extent of those claims, howsoever arising.

- C. You must report immediately to Imparo Education any damage caused by the Tutor to any property, facilities and equipment, whether owned by You or Imparo Education, its Clients or any third party. You agree that You must, at Your own cost and expense, make good any damage resulting from the performance of the Services or otherwise caused or contributed to, directly or indirectly, by Yourself. Any such repair shall be carried out by contractors acceptable to Imparo Education or the Tutor (as applicable) without undue delay and in all cases subject to the terms and conditions of this agreement.
- D. You agree that the Tutor's occupation and use of your premises or property in the course of providing the Services is at your own risk and to the extent permitted by law, You hereby expressly release and discharge Imparo Education, its officers, employees and agents from all claims and demands of any kind whatsoever and from any liability including, without limitation, liability for negligence which may arise in respect of any accident, damage, destruction, debt or injury to the Tutor, its employees, agents or permitted subcontractors or to any property of the Tutor, its employees, agents or permitted sub-contractors which occurs in relation to the provision of the services, save where such liability arises from any wilful or negligent act or omission of Imparo Education, its employees or agents.
- E. You must indemnify, and keep indemnified Imparo Education, its officers, employees, volunteers and agents against all claims, actions, demands, proceedings, liabilities, damages, costs and expenses whatsoever and howsoever arising, paid, suffered or incurred by Imparo Education, its officers, employees or agents or its Tutors, directly or indirectly as a result of or in connection with the provision of the Services.

14. Termination by notice

- F. Either party may terminate this agreement by two weeks' written notice to the other.
- G. If You fail to utilise the Website or Provide any of the Services for a period of 3 consecutive months, then You agree that We may terminate this Agreement with you at Our discretion at any time after the expiry of those 3 consecutive months.

15. Termination without notice

- A. We may immediately terminate this agreement if You:

- (a) Commit any serious or persistent breach of this Agreement which is in Our reasonable opinion incapable of rectification; or
 - (b) You fail to remedy, to Our reasonable satisfaction, a breach of any provision of this Agreement within one week of receiving a notice from Us identifying the breach and requiring the breach to be remedied; or
 - (c) You fail to comply with the requirements of the Non-Circumvention Period, Payments Policy or Service Fee;
 - (d) You become bankrupt or go into liquidation or make any assignment arrangement or composition with creditors on the happening of an event; or
 - (e) You become the subject to a finding of guilt for a criminal or civil offence, other than an offence which, in Our reasonable opinion, does not affect Your ability to the Services; or
 - (f) You commit any act of misconduct, fraud or dishonesty, threat or aggravation against a Tutor; or
 - (g) You become of unsound mind.
- B. You may immediately terminate this agreement by giving written notice to Us if Imparo Education:
- (a) Commits any serious or persistent breach of this Agreement, which is not reasonably capable of rectification; or
 - (b) Commits any serious or persistent breach of this Agreement which We fail to remedy for one week after We receive written notice from You of that breach; or
 - (c) Is placed under some form of official management or insolvency administration.
- C. On termination of this Agreement, and after receipt of an appropriate invoice from You, We will pay to You the amount of any fee and reimbursement of approved expenses owing pursuant to this Agreement, up to and including the date of termination. We may set-off and deduct from any amount owed to You, including payments made in advance against unfinished works that We will require to be completed by others.
- D. The termination of this agreement will not prejudice any rights or remedies already accrued to any party under, or in respect of any breach of, this agreement.

16. Delivery up on termination

Upon termination of this agreement, You must:

- A. Immediately deliver to Us any hardware, software, plant or equipment owned by Us in Your possession together with all documents, plans, lists, inventions, and intellectual property arising out of the Services undertaken by You or any other person working for You for Us; and
- B. Disclaim any association with the business of the Imparo Education.

17. Post termination restraint

You agree that for a period of 6 months, You will not directly or indirectly endeavour to entice away from Imparo Education, or any of Our related entities, any person, Client, Tutor or organisation who is a client, employee, customer or contractor of Imparo Education or any of its related entities.

18. Force Majeure

- A. Imparo Education will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labour disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of Imparo Education (**Force Majeure**).
- B. The time for performance of Imparo Education will be extended by the period of such delay.
- C. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 30 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30-day period, the effect of the Force Majeure continues, the Agreement and the other Terms of Service will terminate, except to the extent that this Agreement specifically states that such term survives and continues beyond the termination or expiry of this Agreement.

19. Dispute resolution

D. General

If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any statute, You agree that you must not commence any court or arbitration proceedings relating to the dispute unless You have complied with this clause except, where You seek urgent interlocutory relief. You must first provide Us with:

- (a) A notice specifying the nature of the dispute; and
 - (b) The notice must specify that a dispute has arisen under or in relation to this Agreement and You must give written notice specifying the nature of the dispute.
- E. On receipt of the notice referred to in this clause by that party, both parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation, determination or similar techniques agreed by them.
- F. Mediation
- (c) If You and Imparo Education do not agree within 7 days of receipt of the notice, or such further period as agreed in writing between us, as to:
 - (i) The dispute resolution technique and procedures to be adopted;

- (ii) The timetable for all steps in those procedures; and
- (iii) The selection and compensation of the independent person required for such technique,

then we must mediate the dispute in accordance with the mediation rules of the recognised professional association for solicitors in the State of Victoria.

- (d) The president of this professional association or the president's nominee will select the mediator and determine the mediator's remuneration.

G. Proceedings

If the mediation referred to above is not completed within four weeks of reference to a mediator, then either party may commence any court or arbitration proceedings relating to the dispute as they see fit.

H. Associated costs

The costs of the mediation will be borne equally by the parties.

20. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- A. Delivered personally; or
- B. Posted to their address when it will be treated as having been received on the fifth business day after posting; or
- C. Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- D. Sent by email to their email address when it will be treated as received when it enters the recipient's information system.