

Terms & Conditions (updated Jan 2025)

These Terms and Conditions ("Terms") govern your use of our website (www.drshiptutoring.com) and the tutoring services offered by Dr. Ship Tutoring. By using our website and accepting our tutoring services, you agree to be bound by these Terms.

Please Read Carefully:

We recommend that you also review our Privacy Policy, which is incorporated by reference into these Terms. The Privacy Policy explains how we collect and use your personal information.

Who Can Use Our Services?

- **Agreement: By using our website and services, you agree to be bound by these Terms and our Privacy Policy. If you disagree with any part of these Terms or the Privacy Policy, please do not use our website or services.**
- **Electronic Consent: By accessing our website, you consent to these Terms and Conditions in electronic form. To withdraw this consent, you must cease using our website and terminate your account (if applicable).**
- **Age Restriction: Users under 18 must review these Terms with a parent or legal guardian to ensure their understanding and agreement. If a parent or legal guardian does not agree, the user cannot access the website or use our services.**

Parties to the Agreement: This agreement is between Dr. Ship Tutoring ("Dr. Ship") and the Student ("Student") and their Parents/Guardians ("Parents").

Changes to the Terms: We may update these Terms at any time. We encourage you to review these Terms periodically for any changes.

Agreement between Dr Ship Tutoring and The Student & Parents

1 Lessons

- a) If you wish to cancel lessons, pls do inform via WhatsApp group at least 24 hrs in advance unless under special circumstances. Lessons canceled less than 24 hours before the agreed date & time for the lesson may incur the full fee as booked (unless due to emergency reasons or unexpected illnesses). Tutors have the right to reschedule or cancel tutoring sessions, and in case of cancellation, they will inform students/parents at least 24 hrs in advance except under special circumstances that are out of their control.
- b) If the tutor is already present for the tutoring session, the full fees for the whole session would be charged except in cases of emergency due to sickness or the lesson ended earlier due to the tutor's side.
- c) Please provide an email(of the student) so that the tutor can be in contact with the student before the tutoring session begins.
- d) For all arrangements **regarding the lessons scheduling** & all communications about tutoring, it will be done via the whatsapp group between the student(and/or parents),

tutor and Dr Ship.

- e) For each tutoring session, both the tutor and student have to sign the attendance log form which keeps track of the number of tutoring sessions/hours (unless it is online session). The tutor will be paid based on the completed log form submitted by the tutor to Dr Ship by the end of each month.
- f) Tutoring hours as agreed are inclusive of any break in between. Breaks could be 5 or 10 mins (or as agreed by both tutor & student) and as deemed necessary for the lessons.
- g) In case of bad weather conditions, in-person tutoring will be replaced by online tutoring upon mutual agreement with the student.
- h) For lesson scheduling, tutors normally keep to the tutoring schedule agreed upon by both tutor & parents/student. However, both the tutor and the student can propose to change the tutoring schedule at any time if needed to ensure continuous tutoring sessions. The new timing must be agreeable by both parties, otherwise, the parent/student can opt for other available tutors or if no suitable tutor is available, the tutoring has to be ended. There is no 100% guarantee that the tutor has to strictly adhere to the tutoring schedule due to unforeseen circumstances. However, we do our utmost effort to come up with a new schedule that works for both parties, if changes occur.
- i) If a tutor becomes unavailable during an ongoing tutoring period, Dr. Ship Tutoring will make every effort to find a suitable replacement. However, please note that finding a replacement tutor is not guaranteed. If a replacement cannot be found or if parents prefer not to continue with a replacement tutor, they may choose to terminate the tutoring arrangement.

2 Payments

- a) **NO cash payment should be made directly to the tutor.** Doing so may lead to a breach of this agreement and possible termination. Every tutor has signed a confidential agreement with Dr Ship Tutoring and is bound to the terms of services. Hence, there should be **no discussion on fees matter and about the contract/agreement with the tutor.**
- b) When an invoice is sent to you via email, you may also receive via Whatsapp a confirmation message that an invoice has been sent to you. You are requested to reply to the message for confirmation upon receipt of the invoice. A reminder may be sent if payment is not received on the evening of the due date.
- c) All payments should be made by bank transfer to the account of SHIP CHEE PENG with account no **BE 49 3770 9423 8971**. All payments are to be credited to my account within 5 days from the date of the invoice to avoid late payment charges. An invoice will be sent to the student/parent, and it is the student's (or Named Contact, e.g parents) responsibility to check that the invoices match up with their records of lesson times and durations. Parent/Named Contact will need to pay in advance for a block of 4 sessions or any agreed amount of sessions per month. Any unused sessions will be refunded. Parents/students are advised to keep track of the number of sessions by referring to the attendance log form or keeping a record of the tutoring sessions by themselves.
- d) If payment is not received by the due date, within the 5 days given from the date of

invoice, Dr. Ship Tutoring reserves the right to charge a €10 fee for each reminder email sent to the Student or Named Contact. These reminders will be sent no more frequently than once per month. Additionally, a late fee of €70 will be charged. To avoid late fees, please inform Dr. Ship Tutoring in advance via email if any unavoidable circumstances are preventing timely payment. The tutoring will be suspended until the tutoring fees with the late payment charges have been paid in full.

- e) For the first lesson, parents need to pay in advance before commencement of the first lesson unless a different arrangement is agreed upon. For subsequent lessons, parents will also need to pay in advance for subsequent lessons. Usually, invoice is issued at the beginning of the month or where appropriate at the beginning of a series of sessions.

3 Miscellaneous

- a) Dr. Ship Tutoring reserves the right to terminate any tutoring services at any time, without providing prior notice or reasons. However, as a courtesy, we will make every effort to notify clients in advance of any service termination. While not obligated to do so, we may also assist in finding a replacement tutor outside of Dr. Ship Tutoring.
- b) **In the event that the Student/Parent puts the Tutor in contact with a third party who wishes to undertake Lessons with the Tutor (for this Agreement "New Student") the Tutor must inform Dr Ship Tutoring of the existence of the New Student within 7 days. If the Tutor agrees to provide Lessons to the New Student, these Terms and Conditions shall apply to the Tutor's dealings with that New Student as they apply to the Tutor's dealings with the Student. All tutoring work that the Tutor obtains through referrals by existing Clients of Dr Ship Tutoring must be reported immediately by the Tutor to Dr Ship Tutoring.**
- c) **The Student or Named Contact is not permitted to make private arrangements for tutoring with a Tutor introduced by Dr Ship Tutoring without involvement and knowledge of Dr Ship Tutoring. Should a Student or Named Contact breach this obligation, they, or their Named Contact should the Student not be of legal age, will be liable to account to Dr Ship Tutoring for all sums paid to the Tutor without deduction and Dr Ship Tutoring shall be entitled to obtain an injunction against them to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.**
- d) **On request, the Student or Named Contact must disclose, to Dr Ship Tutoring, details of each Lesson given by the Tutor.**
- e) Dr Ship Tutoring do not accept any liability for any claims by the Student or Named Contact arising out of or related to the carrying out of the tutoring by a Tutor introduced by Dr Ship Tutoring.

- f) Dr Ship Tutoring reserves the right to alter these terms and conditions at any time. It is the Student or Named Contact's responsibility to review T&Cs on a monthly basis, any such modifications being made apparent with a note on the Dr Ship Tutoring website or via emails.
- g) Dr Ship Tutoring will follow up with the parents/student on the tutor's performance especially *after the first few sessions*.
- h) Dr Ship Tutoring may use the exam results of the students or pictures of tutoring sessions on social media e.g facebook, LinkIn unless the student/parent specifically opted out of it. This has to be informed or communicate in advance to Dr Ship Tutoring. In most cases, consent is always requested in advance before posting on social media.
- i) If any tutor stops midway through the tutoring period, Dr Ship Tutoring will try to find a suitable replacement. If parents refuse another tutor or refuse a change of tutor, they can stop the tutoring.

4 Approval

- a) Acceptance of our tutoring services does not guarantee your child will obtain a specific or expected grade.
- b) We cannot guarantee that we can cover the syllabus on time because this will depend on several factors such as availability of time, frequency of the tutoring sessions, pace of learning of your child, etc.

5 Data Protection

- a) Dr Ship Tutoring and the Student or Named Contact shall comply with their respective obligations under the Data Protection Laws.
- b) Dr Ship Tutoring shall procure that each of the Tutors introduced to the Student or Named Contact by Dr Ship Tutoring shall also comply with their respective obligations under Data Protection Laws.
- c) By entering into this Agreement the Student consents to our use of their, and where the Named Contact is the parent or legal guardian of the Student receiving tuition to use that individual's personal data for the purpose of providing services which may include (without limitation) effecting introductions to Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time.
- d) For the purposes of this Agreement: "Data Protection Laws" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.
- e) The parties agree that in the event of any dispute arising under these terms, the laws of Belgium shall apply, the courts of Belgium are to have sole jurisdiction in the event of any dispute between the parties.

6 PROPRIETARY RIGHTS

As between you and us, we own, solely and exclusively, all rights, title and interest in and to the Site, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video and copy), software, code, data, and the look and feel, design and organization of the Site, and all materials and content related to our programs even if the materials or content are not accessed through the Site. Your use of the Site does not grant to you ownership of any content, software, code, data or materials you may access on the Site.

7 LIMITED LICENSE

You may access and view the content on the Site on your computer or other internet compatible device, and make single copies or prints of the content on the Site for your personal, non-commercial use only. To the extent you need to download software or documentation to use the products or services on the Site, we grant you a limited, non-assignable, non-transferable, revocable license to use such materials solely to utilize such products or services. Such license will terminate when you no longer use the products or services. The Site and the products and services offered on or through the Site, including any content and materials on the Site, are only for your personal, non-commercial use. We reserve the right to change or make corrections to the operation of, or any information available on, the Site at any time and without prior notice. For our mobile applications, we grant you a nonexclusive, non-transferable, worldwide, and perpetual license to perform, display, and use the mobile application for your personal, non-commercial use only.

8 TRADEMARKS

Trademarks, logos, service marks and trade names (collectively the "Trademarks") that are ours or Trademarks of any third party displayed on the Site or on content available through the Site may not be used unless authorized by the trademark owner. All Trademarks not owned by us that appear on the Site or on or through the Site's products and services, if any, are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our written permission or that of the third party rights holder. Your misuse of the Trademarks displayed on the Site is strictly prohibited.

9 SUBMITTED MATERIALS

(a) Any ideas, suggestions, survey responses, or testimonials that you submit to us or information you submit or post to our chat rooms, message boards, and/or our blogs ("Submitted Materials") will be deemed not to be confidential and may be used by us for any purpose. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived, and (ii) grant us and our affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to display, use, reproduce, incorporate, modify, create derivative works of and distribute such material (in whole or part). We are not responsible for maintaining any Submitted Material that you provide to us and we may delete or destroy any such Submitted Material at any time.

(b) For any academic source materials such as textbooks and workbooks which you submit to us in connection with our online tutoring services, you represent and warrant that you are entitled to upload such materials under the "fair use" doctrine of copyright law. In addition, if you request that our system display a representation of a page or problem from a textbook or workbook, you represent and warrant that you are in proper legal possession of such textbook or workbook and that your instruction to our

system to display a page or problem from your textbook or workbook is made for the sole purpose of facilitating your tutoring session, as “fair use” under copyright law.

(c) You agree that we may record all or any part of any live online classes and tutoring sessions (including voice chat communications and videos) for quality control and other purposes. You agree that we own all transcripts and recordings of such sessions, and you hereby irrevocably assign to us all rights in all such transcripts and recordings.

10 CERTAIN OBLIGATIONS AND PROHIBITIONS

(a) Any commercial distribution, publishing or exploitation of the Site, or any content, software, code, data or materials on the Site, is strictly prohibited. Except as expressly permitted by these Terms and Conditions or by law, you may not download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any content, software, code, data or materials on the Site or any materials or content related to our programs even if the materials or content are not accessed through the Site. If you improperly use the Site, we may aggressively enforce our intellectual property and other rights to the fullest extent of the law, including the seeking of criminal prosecution.

(b) We may investigate and/or terminate your account if you misuse the Site or behave in any way that we regard as inappropriate or unlawful. You agree that, while using the Site and the various products, services and features offered on or through the Site, you will not: (i) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (ii) insert your own or a third party's advertising, branding or other promotional content into any of the Site's content, materials or services; or (iii) gain or attempt to gain unauthorized access to other computer systems through the Site.

(c) You agree to not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on the Site or for any products, services, or features offered on or through the Site, or obtaining lists of users or obtaining or accessing other information or features on, from or through the Site or the products or services offered on or through the Site, including but not limited to any information residing on any server or database connected to the Site or any products or services offered on or through the Site; (ii) use the Site or the products or services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such products or services, including but not limited to sending mass unsolicited messages or "flooding" servers with requests; or (iii) use the Site or the Site's products or services in violation of any applicable law or the legal rights of any third party.

(d) You agree that you will not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site's products or services, or any content thereof, or make unauthorized use thereof.

(e) You agree that you will not upload, post, transmit, distribute or otherwise publish through the Site or any product, service, or feature made available on or through the Site, any materials which (i) restrict or inhibit any other user from using and enjoying the Site or the Site's products or services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, defamatory, obscene, vulgar, offensive, profane, sexually explicit or indecent, (iii) violate any local, state, national or international law, (iv) violate, plagiarize or infringe the intellectual property, privacy, publicity, or other rights of third parties, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You alone are responsible for the content and consequences of any of your activities, both on and off the Site.

(f) You agree that you will treat our online tutors and instructors with respect and not use obscenities in the online classroom, lie about false emergencies, make threats or discuss personal matters or matters other than those related to the subject for which you seek help. You agree that you will not disclose any information to your online tutor or instructor that could be considered personally identifiable information, such as your full name, address, telephone number, email address, social security number, or any other information that could be used to identify or locate you. Similarly, you agree that you will not solicit any such information from any online tutor or instructor and agree that if any online tutor or instructor ever discloses such information to you, asks you for any personal information, or suggests any offline meeting or conversation, you agree to immediately report this to us by phone and in writing. You agree not to use the Site or the products, services, and information offered on the Site to recruit, solicit, or contact in any form tutors or instructors for employment or contracting for a business not affiliated with us without our advance written permission.

(g) We respect the intellectual property of others, and we ask you to do the same. Students are not allowed to pass on any tutoring materials such as any documents, files, powerpoint slides that are owned by the tutors/Dr Ship Tutoring to friends and others for commercial purposes – any infringement will be subject to a penalty. Our tutors will not pass on any students' work to other students. The tutors have to follow confidentiality protocols, thus ensuring that the individual students' work is not distributed to other students. It means students doing assignments are assured that their work will not be compared to others.

11. RIGHT TO MONITOR AND EDITORIAL CONTROL

We reserve the right, but do not have an obligation, to (a) monitor and/or review all materials posted to the Site or through the Site's products, services, or features or (b) refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable, violate these Terms and Conditions, or violate applicable law. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, our terms and conditions or applicable law, or for any other reason without notice of liability.

12. PRIVATE OR SENSITIVE INFORMATION ON PUBLIC FORUMS

We may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such services available on or through the Site. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Site and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them now or in the future. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information in your comments to our public forums.

13. COPYRIGHT

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the website (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your address, telephone number and email address;

- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Notice of claims of copyright infringement should be provided to our Copyright Agent. We may terminate the accounts of any infringers.

14. LINKS

(a) You may be able to link from the Site to third party websites and third party websites may link to the Site ("Linked Sites"). You acknowledge and agree that we have no responsibility for the content, products, services, advertising or other materials which may be provided by or through Linked Sites, even if they are owned or run by our affiliates. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites. Any reliance on the contents of a third party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

(b) You agree that if you include a link from any other website to the Site, such link will open in a new browser window and will link to the full version of an HTML formatted page of this Site. You are not permitted to link directly to any image hosted on the Site or our products or services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another website. You agree not to download or use images hosted on this Site on another website, for any purpose, including but not limited to posting such images on another site. You agree not to link from any other website to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Site be discontinued, and to revoke your right to link to the Site from any other website at any time upon written notice to you.

15. INDEMNIFICATION

You agree to defend, indemnify and hold us and our tutors harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the Site or submit to us, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

16. PRODUCTS AND SERVICES

(a) Our Student Enrollment Agreement Terms and Conditions set forth additional terms applicable to certain products and services you may purchase on the Site.

(b) You are solely responsible for all computer hardware and other equipment and all fees for services (such as internet service and wireless services) required for access and use of our on-line products and services.

(c) To use products and services delivered on or through the Site, you will need to register on the Site, pay any applicable fees, and create an account, username and password. You agree to provide accurate information about yourself. If we believe that such information is inaccurate, we reserve the right to

suspend or terminate your account and refuse any and all use of our products or services. You are responsible for maintaining the confidentiality of your account information and for all activities and liabilities associated with or occurring under your account. You must notify us immediately of any unauthorized use of your account or username. You may not transfer your account (including your username or password) to another person and you may not use anyone else's account at any time without the permission of the account holder. In cases where you have authorized or registered another individual, including a minor, to use your account, you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the products and services; and (iii) the consequences of any misuse. In the event that you permit a minor to use your account, we reserve the right to provide access to your account and all information contained therein to such minor's parents, guardians or other authorized adults, including, but not limited to, authorized school representatives. You may not use any means to circumvent our access, registration, or payment systems. You may not continue to use the Site or any products or services available on the Site after we have terminated or suspended your access to the Site or the products or services on the Site.

17 DISCLAIMER OF WARRANTIES

(a) THE SITE, INCLUDING BUT NOT LIMITED TO ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS AND MATERIALS CONTAINED OR AVAILABLE ON THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, OR USEFULNESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE ALSO ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

(b) From time to time, we may make third party opinions, advice, statements, offers, or other third party information or content available on the Site or from tutors under tutoring services ("Third Party Content"). All Third Party Content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE SITE OR ANY VERIFICATION SERVICES DONE ON OUR TUTORS OR INSTRUCTORS, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY TUTOR OR INSTRUCTOR OR ANY PARTY THAT APPEARS ON THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE SITE.

18 LIMITATION OF LIABILITY

(a) IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (INCLUDING INSTRUCTORS AND TUTORS) (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, AND FUNCTIONS RELATED TO THE SITE, YOUR PROVISION OF INFORMATION VIA THE SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

(b) IN NO EVENT WILL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS AND CONDITIONS OR YOUR USE OF THE SITE OR THE PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SITE, EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE SITE OR THE PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SITE IN THE 12 MONTH PERIOD PRECEDING YOUR CLAIM.

19 CHANGES TO TERMS OF USE

We reserve the right, at our sole discretion, to modify any portion of these Terms and Conditions at any time. Changes in these Terms and Conditions will be effective when posted. Your continued use of the Site and/or the products or services offered on or through the Site after any changes to these Terms and Conditions are posted will be considered acceptance of those changes.

20 COMMUNICATION

If you provide us your email address, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the products or services we offer, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us. You also may sign up, and therefore agree, to receive SMS or text messages on your mobile phone.

21 MISCELLANEOUS

These Terms and Conditions comprise the entire agreement between you and us concerning the subject matter of these Terms and Conditions. Our failure to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. We may assign these Terms and Conditions to any person or entity without your consent. You may not assign these Terms and Conditions without our prior written consent. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.