



Client Contract

1. Introduction

This Client Services Agreement ("Agreement") is made between Saigol Education Limited, a company duly incorporated under the laws of the United Kingdom, trading as Kassoom ("Company"), and the undersigned individual ("Client"), whose details are provided upon completion of the account registration process on the Company's digital platform. This Agreement sets forth the general terms and conditions under which the Client will access and utilise the online tutoring services provided by independent tutors through the Company's platform.

2. Services Description

The Company offers a comprehensive online educational platform that connects Clients with independent tutors for the purpose of receiving tailored tutoring services in various academic subjects. Services provided under this Agreement include, but are not limited to, live one-on-one tutoring sessions, group classes, access to pre-recorded lessons, and additional educational resources.

3. Registration and Account Integrity

Upon registering for an account on the Kassoom platform, the Client agrees to provide truthful, accurate, and complete information as requested by the registration form and will maintain the accuracy of this information by promptly updating any registration details that may change over time.

4. Payment Terms and Conditions

Fees for accessing the Services are specified on the platform and are subject to change upon notice from the Company. Payment for services is required in advance and can be made via the secure payment systems integrated into the Kassoom platform.

5. Cancellation and Refund Policy

General Cancellation Rights: Clients may cancel their subscription or individual sessions by contacting Kassoom by Phone, Email or Whatsapp. Cancellations require a 30-day notice for subscription services. A minimum of 4 hours must be provided to reschedule a lesson but individual lessons cannot be refunded if not attended.



UK Specific Rights (Default Jurisdiction): As the primary business operations of Saigol Education Limited are based in the United Kingdom, this Agreement is governed by and construed in accordance with UK law. Clients residing in the UK, or where no specific local entity exists, are entitled to a cooling-off period of 14 days from the commencement of the contract. During this period, clients have the right to cancel their subscription for any reason and receive a full refund, provided that charges may apply for any service already rendered.

UAE Specific Rights: Should the business establish a legal entity within the UAE or opt to place the contract under UAE jurisdiction—a decision not advised by the Company—the applicable cancellation rights would shift to align with UAE laws. In such cases, UAE residents may withdraw from the service contract within seven days from the date of the contract without any penalty, provided no service has been consumed. Full refunds will be issued for withdrawals that meet these criteria.

6. Technology and Platform Requirements

System Requirements: Clients and Tutors are required to ensure that they have a stable and reliable internet connection sufficient to support live video calls, which are essential for conducting online tutoring sessions effectively. While it is recommended to access our services via a personal computer (PC) to enhance the learning and teaching experience, Clients and Tutors may also use tablets or smartphones if they meet the necessary technical specifications for our platform.

Device Compatibility: The Client and Tutor are responsible for ensuring their devices are compatible with the Kassoom platform. The platform may have specific requirements regarding operating system versions, processing power, memory, and other hardware specifications which must be met to ensure smooth functionality.

Internet Connectivity: A minimum internet speed is recommended to participate in live sessions without disruption. Clients and Tutors should have broadband or fiber-optic internet access, with a minimum download and upload speed of 5 Mbps. Slower connections may result in decreased video quality, lags, or connection losses during sessions.

Technical Support and Assistance: If Clients or Tutors are unsure about whether their technical setup meets the requirements, they are encouraged to contact Kassoom's support team for assistance. The support team is available to help troubleshoot issues related to platform access and to guide Clients and Tutors in setting up their systems to meet the necessary technical standards.

Pre-Session Testing: Clients and Tutors are advised to test their equipment and internet connection prior to each tutoring session to prevent any technical issues that could impede the session's effectiveness. Kassoom provides tools within the platform to perform these tests and ensure readiness for live interactions.

7. Data Protection and Privacy

Commitment to Data Protection: Saigol Education Limited is committed to protecting the privacy and security of all personal information collected from Clients and Tutors. The Company adheres to the highest standards of data protection, guided by the General Data Protection Regulation (GDPR), the UK's Data Protection Act 2018, and relevant data protection laws in the UAE.

GDPR and UK Data Protection Act 2018: These regulations set the gold standard for data protection worldwide. They govern the processing of personal data within the UK and the broader European Economic Area (EEA). The Company ensures that all personal data collected and processed is done so based on lawful



grounds and is treated with the utmost security. Key principles include data minimisation, accuracy, storage limitation, and integrity and confidentiality of personal data.

UAE Data Protection Legislation: In the UAE, Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data sets out requirements similar to GDPR, which regulate the collection, processing, disclosure, and transfer of personal data. Saigol Education Limited complies with this legislation by ensuring that personal data collected from UAE residents is processed transparently, lawfully, and securely, without infringing on the rights of the data subjects.

Rights of Data Subjects: Both GDPR and UAE data protection laws empower individuals with several important rights regarding their personal data, including the right to access, correct, delete, or restrict processing of their data. Clients and Tutors can exercise these rights by contacting the Company directly.

Data Security Measures: The Company employs advanced security measures to protect personal data against unauthorised access, alteration, disclosure, or destruction. This includes using secure communication channels, encrypted storage solutions, and regular security assessments.

Data Breach Notification: Consistent with GDPR and UAE data protection requirements, in the event of a data breach that is likely to result in a risk to the rights and freedoms of individuals, the Company will notify the relevant authorities and affected individuals promptly, in accordance with the prescribed timelines.

Data Protection Officer (DPO): The Company has appointed a Data Protection Officer to oversee compliance with data protection laws and to act as a point of contact for data protection inquiries. Contact details of the DPO are provided on the Company's website.

8. Confidentiality During Tutoring

Obligation of Confidentiality: Both the Client and the Tutor are required to maintain the confidentiality of all information shared and discussed during the tutoring sessions. This includes, but is not limited to, personal information, educational records, session notes, and any communicated content that is not publicly available.

Scope of Confidentiality: The obligation to keep information confidential extends to any materials shared during the tutoring process, including assignments, tests, and educational resources provided by either party.

Protection of Information: Both parties agree to take reasonable precautions to prevent unauthorised access, disclosure, alteration, or destruction of confidential information.

Duration of Confidentiality: This confidentiality obligation shall remain in effect during the term of this Agreement and continue indefinitely after its termination concerning any information that remains sensitive.

9. Intellectual Property Rights

Ownership of Materials: All educational materials provided by tutors during the course of tutoring sessions, including but not limited to lecture notes, slides, worksheets, and any digital content, are the exclusive property of Saigol Education Limited, whether created by the tutors themselves or sourced through third-party licenses. The Company retains all copyright and ownership rights to these materials.



Restricted Use: The materials provided during tutoring sessions are intended solely for the personal and educational use of the student receiving the tutoring. Any reproduction, distribution, or public display of these materials is strictly prohibited unless expressly permitted in writing by the Company. Furthermore, students are expressly prohibited from using these materials for any commercial purposes, including but not limited to starting or promoting a secondary tutoring service.

Prohibition of Commercial Exploitation: Students shall not, under any circumstances, use the materials obtained through their participation in tutoring sessions to derive profit, directly or indirectly. This includes but is not limited to offering tutoring services, selling materials, or sharing online for commercial gain.

Enforcement and Legal Redress: Saigol Education Limited actively monitors the use of its copyrighted materials to prevent unauthorised or commercial exploitation. Should the Company become aware of any use of its materials that violates these terms, it reserves the right to take any and all appropriate legal actions to enforce its rights. This includes seeking injunctive relief, damages, and the full extent of legal remedies available under applicable copyright law against any student or entity engaging in such prohibited activities.

Notification of Misuse: If any student becomes aware of unauthorised use or any actions that potentially infringe on the Company's intellectual property rights, they are required to notify the Company immediately. This responsibility helps protect the integrity and value of the educational content provided by Saigol Education Limited.

10. Accessibility and Inclusivity

Commitment to Accessibility: Saigol Education Limited is committed to ensuring that our services are accessible to all clients, including those with disabilities. Our platform and materials are designed to be as inclusive and user-friendly as possible. The company endeavors to use plain English in all written materials to ensure clarity and ease of understanding, making our content accessible to individuals with varying levels of English proficiency.

Personal Accessibility Tools: We recognise that accessibility needs can vary greatly among individuals. Therefore, we encourage all users to make full use of the accessibility features and tools available on their personal devices, such as PCs, smartphones, and tablets. These tools may include screen readers, text-to-speech software, and settings to adjust color contrast or font sizes, which can enhance the user's ability to engage with our tutoring services effectively.

User Acknowledgment: By agreeing to use our services, users acknowledge that Saigol Education Limited provides an online tutoring program which may have inherent limitations associated with digital learning environments. While we strive to provide comprehensive support, users should be aware of and manage their expectations regarding the potential technological and format-specific constraints they might encounter.

Proactive Support and Feedback: We encourage users to provide feedback on any accessibility issues they experience, and the Company is committed to continuous improvement of our accessibility practices. Users should contact our support team for assistance with any accessibility concerns, and we will endeavor to resolve such issues promptly.

Ongoing Training and Development: Saigol Education Limited provides ongoing training to our tutors and staff on accessibility and inclusivity best practices. This training ensures that all team members are equipped to support diverse learning needs and can provide an accommodating and respectful service environment.



11. Tutoring Minors

Parental/Guardian Consent: Tutors providing services to minors must obtain explicit consent from the parent or legal guardian of the minor before commencing tutoring sessions. This consent should be documented and stored securely by the Company.

Background Checks: All tutors engaged in providing services to minors will undergo thorough background checks, including criminal record checks, to ensure their suitability for working with children.

Safety Measures: The Company will implement specific safety measures designed to protect minors during tutoring sessions. This includes secure digital communication platforms, monitoring of sessions, and mandatory training for tutors on child protection policies.

Reporting Obligations: Tutors and Clients are required to report any suspicious or inappropriate behavior immediately to the Company. The Company is committed to investigating all such reports promptly and taking appropriate action, including notifying law enforcement and child protection services if necessary.

12. Renewal and Auto-Renewal Terms

Subscription Renewal: Subscriptions to Saigol Education Limited's tutoring services are initially set for a term as agreed upon at the time of subscription (e.g., monthly, quarterly, annually). Unless otherwise specified in the subscription terms, all subscriptions will automatically renew for the same term at the end of each subscription period.

Auto-Renewal Feature: To provide uninterrupted service, Saigol Education Limited utilises an auto-renewal feature for all subscriptions. This means that unless the subscriber actively cancels or modifies their subscription before the renewal date, the subscription will automatically renew, and the associated fees will be charged to the subscriber's account using the payment method on file.

Notification of Renewal: Subscribers will receive a notification via email or another agreed-upon communication method at least two weeks before their current subscription term ends. This notification will include details about the upcoming renewal, the renewal date, the cost of renewal, and instructions on how to cancel or modify the subscription if desired.

Cancellation and Modification: Subscribers wishing to cancel or modify their subscription must do so at least one week prior to the renewal date. Cancellations or modifications can be made through the subscriber's account dashboard on the Saigol Education Limited platform or by contacting our customer service team directly.

Refunds on Renewal: In the case of automatic renewals, subscribers have the right to request a full refund if the cancellation request is made within three days of the renewal transaction. Refunds will be processed promptly upon request and credited back to the subscriber's original payment method.

Non-Renewal Notification: If a subscriber does not wish to renew their subscription, it is recommended to notify Saigol Education Limited explicitly through the provided non-renewal procedures. This ensures clear communication and prevents any unwanted renewal charges.

Changes to Terms and Pricing: Saigol Education Limited reserves the right to modify subscription fees or terms at any time. However, any changes affecting existing subscriptions will be communicated to the subscriber at



least one month in advance of the end of the current subscription period, providing subscribers ample time to respond to the changes before the renewal occurs.

13. Force Majeure

Definition: A "Force Majeure" event refers to any circumstance beyond the reasonable control of either party, including but not limited to natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or the lack of availability of transportation, facilities, fuel, energy, labor, or materials. In the context of this Agreement, significant interruptions to internet connectivity that prevent either party from accessing or delivering the tutoring services specified herein will also be considered a Force Majeure event.

Client's Internet Connectivity Issues: If the Client is unable to access the scheduled tutoring session due to an internet outage or connectivity issues on their side, the Client understands and agrees that any charges related to the session are non-refundable. It is the Client's responsibility to ensure a reliable internet connection to attend the scheduled sessions.

Tutor's Internet Connectivity Issues: If the Tutor is unable to conduct the scheduled tutoring session due to an internet outage or connectivity issues on their side, it shall be considered a failure to provide the contracted service. In such cases, the Company will:

Arrange a new tutoring session at a time mutually agreeable to both the Tutor and the Client, or

Issue a full refund for the session to the Client if rescheduling is not possible or if the Client prefers a refund.

14. Modifications to Services or Terms

The Company reserves the right to modify the terms of this Agreement or the Services offered at any time. Such modifications will be effective immediately upon posting on the platform or as otherwise communicated to the Clients.

15. Termination and Suspension

The Agreement may be terminated by either the Client or the Company by providing 30 days written notice. In the event of any breach of the terms of this Agreement by the Client, the Company reserves the right to suspend or terminate access to the Services immediately and without prior notice.

16. Dispute Resolution

Informal Resolution: The Company encourages the Tutor and Client to resolve any disputes through informal negotiation directly related to or arising from the services provided.

Mediation: If the dispute cannot be resolved informally, the parties agree to engage in mediation facilitated by an independent professional mediator agreed upon by both parties.



Arbitration: Should mediation fail to resolve the dispute, the parties may opt for binding arbitration under the rules of the London Court of International Arbitration (LCIA), with the arbitration to be conducted in London, England, and in the English language.

Legal Recourse: Notwithstanding the above, both parties retain the right to seek judicial relief for matters pertaining to intellectual property rights, breaches of confidentiality, or enforcement of arbitration awards.

17. Indemnification

General Indemnification: The Client agrees to indemnify, defend, and hold harmless Saigol Education Limited, its officers, directors, employees, contractors, agents, and affiliates (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and legal costs) arising out of or in connection with:

(a) Any breach by the Client of this Agreement, including any violation of the Code of Conduct, terms, or policies set forth by Saigol Education Limited.

(b) The Client's unauthorised or unlawful use of the Services, including any misuse or exploitation of the educational materials provided.

(c) Any claim brought by a third party against the Indemnified Parties resulting from the Client's actions, negligence, or willful misconduct.

(d) The Client's infringement of any intellectual property rights or violation of any law or regulation.

Tutor Indemnification: Tutors agree to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and legal costs) arising out of or in connection with:

(a) Any breach by the Tutor of this Agreement, including failure to meet the standards and guidelines set forth by Saigol Education Limited.

(b) The Tutor's unauthorised or unlawful use of the Services or materials, including any misuse or exploitation of the educational materials provided.

(c) Any claim brought by a third party against the Indemnified Parties resulting from the Tutor's actions, negligence, or willful misconduct.

(d) The Tutor's infringement of any intellectual property rights or violation of any law or regulation.

Notification and Defense of Claims: Any Indemnified Party seeking indemnification under this section shall promptly notify the Client or Tutor, as applicable, of the claim or action giving rise to the indemnification request. The Indemnified Party shall cooperate fully with the Client or Tutor in the defense of any such claim or action. The Client or Tutor shall have the right to assume the defense and control of such claims or actions but shall not settle any claim without the Indemnified Party's prior written consent unless the settlement is solely for monetary damages and includes a full and unconditional release of the Indemnified Party from any liability.



18. Changes to Legal and Regulatory Environment

Adaptability to Changes: Saigol Education Limited acknowledges that legal and regulatory landscapes can evolve, impacting the way in which services are delivered and managed. The Company commits to continuously monitoring and adapt to changes in laws, regulations, and best practices that affect its operations and obligations.

Notification of Changes: In the event of significant legal or regulatory changes that materially affect the terms of this Agreement or the provision of services, Saigol Education Limited will notify Clients and Tutors of such changes in a timely manner. This notification will include a detailed description of the changes and how they may affect the services provided, as well as any necessary adjustments to the terms of the Agreement.

Implementation of Changes: Upon notification of relevant legal or regulatory changes, Saigol Education Limited will implement necessary modifications to its policies, procedures, and Terms of Service. These modifications will be designed to ensure compliance with the new legal requirements while minimising disruption to service delivery.

Client and Tutor Responsibilities: Clients and Tutors are responsible for staying informed about and complying with all applicable laws and regulations pertaining to their use of Saigol Education Limited's services. Clients and Tutors should consult with their own legal advisors to understand how such changes may impact their rights and obligations under the Agreement.

Consultation and Feedback: Saigol Education Limited values the input of its Clients and Tutors in adapting to legal changes. Clients and Tutors are encouraged to provide feedback and participate in consultations when changes to the services or terms are being considered in response to new legal or regulatory requirements.

Effective Date of Changes: Any changes to the Agreement or operational practices in response to legal or regulatory changes will become effective as specified in the notification. Saigol Education Limited will provide reasonable time frames for Clients and Tutors to make any necessary adjustments to their practices.

19. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in the United Kingdom, unless mandatory local laws where the Client resides specify otherwise.

20. Signature and Acknowledgement

Formation of Contract: This Agreement becomes effective and is deemed executed by the parties upon acceptance of its terms by the Client. Acceptance can occur in two primary ways:

- **Electronic Signature:** The Client may formally signify acceptance by electronically signing this Agreement through a secure digital signature platform as provided by Saigol Education Limited. This electronic signature will be treated as evidence of the Client's consent to all terms and conditions outlined in this Agreement.
- **Payment as Acknowledgement:** In the absence of an electronic signature, the Client's completion of the payment process for the tutoring services is recognised as their acknowledgement and de facto



acceptance of this Agreement. By making a payment, the Client agrees that they have read, understood, and accepted all terms and conditions set forth in this Agreement, and such payment shall constitute the formation of a legally binding contract between the Client and Saigol Education Limited.

- **Record of Agreement:** Once the Agreement is deemed executed by any of the above methods, Saigol Education Limited will provide the Client with a confirmation of the contract formation. This confirmation will detail the services purchased, the total cost, and a copy or link to the agreed-upon terms of service.

Disputes over Acceptance: In case of any disputes regarding the acknowledgement or acceptance of this Agreement, records of electronic communications, payment transactions, and system logs may be used as evidence to demonstrate the Client's acceptance.