

PRIVACY POLICY

www.albionstudy.info

www.studymentors.co.uk

Albion Study OU/LTD

Effective date: 2021-04-26

1. Introduction

Welcome to **Albion Study**.

Albion Study (“us”, “we”, or “our”) operates **www.albionstudy.info** (hereinafter referred to as “**Service**”).

Our Privacy Policy governs your visit to **www.albionstudy.info**, and explains how we collect, safeguard and disclose information that results from your use of our Service.

We use your data to provide and improve Service. By using Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Our Terms and Conditions (“**Terms**”) govern all use of our Service and together with the Privacy Policy constitutes your agreement with us (“**agreement**”).

2. Definitions

SERVICE means the www.albionstudy.info website operated by Albion Study.

PERSONAL DATA means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

USAGE DATA is data collected automatically either generated by the use of Service or from Service infrastructure itself (for example, the duration of a page visit).

COOKIES are small files stored on your device (computer or mobile device).

DATA CONTROLLER means a natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your data.

DATA PROCESSORS (OR SERVICE PROVIDERS) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.

DATA SUBJECT is any living individual who is the subject of Personal Data.

THE USER is the individual using our Service. The User corresponds to the Data Subject, who is the subject of Personal Data.

3. Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

4. Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“**Personal Data**”). Personally identifiable information may include, but is not limited to:

0.1. Email address

0.2. First name and last name

0.3. Phone number

0.4. Address, Country, State, Province, ZIP/Postal code, City

0.5. Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link.

Usage Data

We may also collect information that your browser sends whenever you visit our Service or when you access Service by or through any device (“**Usage Data**”).

This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access Service with a device, this Usage Data may include information such as the type of device you use, your device unique ID, the IP address of your device, your device operating system, the type of Internet browser you use, unique device identifiers and other diagnostic data.

Location Data

We may use and store information about your location if you give us permission to do so (“**Location Data**”). We use this data to provide features of our Service, to improve and customize our Service.

You can enable or disable location services when you use our Service at any time by way of your device settings.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

0.1. **Session Cookies:** We use Session Cookies to operate our Service.

0.2. **Preference Cookies:** We use Preference Cookies to remember your preferences and various settings.

0.3. **Security Cookies:** We use Security Cookies for security purposes.

0.4. **Advertising Cookies:** Advertising Cookies are used to serve you with advertisements that may be relevant to you and your interests.

Other Data

While using our Service, we may also collect the following information: sex, age, date of birth, place of birth, passport details, citizenship, registration at place of residence and actual address, telephone number (work, mobile), details of documents on education, qualification, professional

training, employment agreements, [NDA agreements](#), information on bonuses and compensation, information on marital status, family members, social security (or other taxpayer identification) number, office location and other data.

5. Use of Data

Albion Study uses the collected data for various purposes:

- 0.1. to provide and maintain our Service;
- 0.2. to notify you about changes to our Service;
- 0.3. to allow you to participate in interactive features of our Service when you choose to do so;
- 0.4. to provide customer support;
- 0.5. to gather analysis or valuable information so that we can improve our Service;
- 0.6. to monitor the usage of our Service;
- 0.7. to detect, prevent and address technical issues;
- 0.8. to fulfil any other purpose for which you provide it;
- 0.9. to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- 0.10. to provide you with notices about your account and/or subscription, including expiration and renewal notices, email-instructions, etc.;
- 0.11. to provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information;
- 0.12. in any other way we may describe when you provide the information;
- 0.13. for any other purpose with your consent.

6. Retention of Data

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

7. Transfer of Data

Your information, including Personal Data, may be transferred to – and maintained on – computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside Estonia and choose to provide information to us, please note that we transfer the data, including Personal Data, to Estonia and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Albion Study will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of your data and other personal information.

8. Disclosure of Data

We may disclose personal information that we collect, or you provide:

0.1. Disclosure for Law Enforcement.

Under certain circumstances, we may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities.

0.2. Business Transaction.

If we or our subsidiaries are involved in a merger, acquisition or asset sale, your Personal Data may be transferred.

0.3. Other cases. We may disclose your information also:

0.3.1. to our subsidiaries and affiliates;

0.3.2. to contractors, service providers, and other third parties we use to support our business;

0.3.3. to fulfill the purpose for which you provide it;

0.3.4. for the purpose of including your company's logo on our website;

0.3.5. for any other purpose disclosed by us when you provide the information;

0.3.6. with your consent in any other cases;

0.3.7. if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers, or others.

9. Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

10. Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Union (EU) and European Economic Area (EEA), you have certain data protection rights, covered by GDPR.

We aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please email us at talk@albions.info.

In certain circumstances, you have the following data protection rights:

0.1. the right to access, update or to delete the information we have on you;

0.2. the right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete;

0.3. the right to object. You have the right to object to our processing of your Personal Data;

0.4. the right of restriction. You have the right to request that we restrict the processing of your personal information;

0.5. the right to data portability. You have the right to be provided with a copy of your Personal Data in a structured, machine-readable and commonly used format;

0.6. the right to withdraw consent. You also have the right to withdraw your consent at any time where we rely on your consent to process your personal information;

Please note that we may ask you to verify your identity before responding to such requests. Please note, we may not be able to provide Service without some necessary data.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

11. Your Data Protection Rights under the California Privacy Protection Act (CalOPPA)

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivable the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy.

According to CalOPPA we agree to the following:

- 0.1. users can visit our site anonymously;
- 0.2. our Privacy Policy link includes the word "Privacy", and can easily be found on the home page of our website;
- 0.3. users will be notified of any privacy policy changes on our Privacy Policy Page;
- 0.4. users are able to change their personal information by emailing us at talk@albions.info.

Our Policy on "Do Not Track" Signals:

We honor Do Not Track signals and do not track, plant cookies, or use advertising when a Do Not Track browser mechanism is in place. Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

12. Your Data Protection Rights under the California Consumer Privacy Act (CCPA)

If you are a California resident, you are entitled to learn what data we collect about you, ask to delete your data and not to sell (share) it. To exercise your data protection rights, you can make certain requests and ask us:

0.1. What personal information we have about you. If you make this request, we will return to you:

- 0.0.1. The categories of personal information we have collected about you.
- 0.0.2. The categories of sources from which we collect your personal information.
- 0.0.3. The business or commercial purpose for collecting or selling your personal information.
- 0.0.4. The categories of third parties with whom we share personal information.
- 0.0.5. The specific pieces of personal information we have collected about you.

0.0.6. A list of categories of personal information that we have sold, along with the category of any other company we sold it to. If we have not sold your personal information, we will inform you of that fact.

0.0.7. A list of categories of personal information that we have disclosed for a business purpose, along with the category of any other company we shared it with.

Please note, you are entitled to ask us to provide you with this information up to two times in a rolling twelve-month period. When you make this request, the information provided may be limited to the personal information we collected about you in the previous 12 months.

0.2. To delete your personal information. If you make this request, we will delete the personal information we hold about you as of the date of your request from our records and direct any service providers to do the same. In some cases, deletion may be accomplished through de-identification of the information. If you choose to delete your personal information, you may not be able to use certain functions that require your personal information to operate.

0.3. To stop selling your personal information. We don't sell or rent your personal information to any third parties for any purpose. We do not sell your personal information for monetary consideration. However, under some circumstances, a transfer of personal information to a third party, or within our family of companies, without monetary consideration may be considered a "sale" under California law. You are the only owner of your Personal Data and can request disclosure or deletion at any time.

If you submit a request to stop selling your personal information, we will stop making such transfers.

Please note, if you ask us to delete or stop selling your data, it may impact your experience with us, and you may not be able to participate in certain programs or membership services which require the usage of your personal information to function. But in no circumstances, we will discriminate against you for exercising your rights.

To exercise your California data protection rights described above, please send your request(s) by email: talk@albions.info.

Your data protection rights, described above, are covered by the CCPA, short for the California Consumer Privacy Act. To find out more, visit the official California Legislative Information website. The CCPA took effect on 01/01/2020.

13. Service Providers

We may employ third party companies and individuals to facilitate our Service ("**Service Providers**"), provide Service on our behalf, perform Service-related services or assist us in analysing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

14. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

15. CI/CD tools

We may use third-party Service Providers to automate the development process of our Service.

16. Behavioral Remarketing

We may use remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use cookies to inform, optimise and serve ads based on your past visits to our Service.

17. Payments

We may provide paid products and/or services within Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

18. Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

For example, the outlined [privacy policy](#) has been made using [PolicyMaker.io](#), a free tool that helps create high-quality legal documents. PolicyMaker's [privacy policy generator](#) is an easy-to-use tool for creating a [privacy policy for blog](#), website, e-commerce store or mobile app.

19. Children's Privacy

Our Services are not intended for use by children under the age of 16 without guardianship online (“**Child**” or “**Children**”).

We do not knowingly collect personally identifiable information from Children under 18. If you become aware that a Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from Children without verification of parental consent, we take steps to remove that information from our servers.

20. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update “effective date” at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

21. Contact Us

If you have any questions about this Privacy Policy, please contact us by email: talk@albions.info.

TERMS OF USE TEACHERS:

Teachers/Tutors/ Study mentors terms of service and use when representing Albion Study/Albion Study Mentors agree to be bound to the following terms and conditions when accessing, using, the websites:

www.albionstudy.info

www.studymentors.co.uk

Client Policy

1. Introduction

1.1 This Client Policy sets out the additional rules governing Student and Guardian Accounts and the use of the Platform and Services as a Student or Guardian. The tutoring platform/s is referred to as ‘the tutoring room’ herewith:

1.2 Students must be over 18 years of age to register a Student Account. Any Student under 18 years of age wishing to use the Platform must arrange for a Guardian to register a Student Account on their behalf.

1.3 Guardians are responsible for the Students they register and for the activity of those Students on the Platform. Guardians must have the legal right and authority to register Students and to consent to the processing of their personal data for the purposes outlined in the Privacy and Cookie Policy.

1.4 References in this Policy to "you" are to any Student or Guardian using the Platform (and "your" should be construed accordingly); and references in this Policy to "us" are to the Providers, 121 Home Tutors and Tutexa Ltd (and "we" and "our" should be construed accordingly).

2. Lessons

2.1 All Lessons and tutoring services should be arranged directly with a Tutor via the Platform messaging system, or inside the Tutor Room platform - Albion Study.

2.2 Any Lesson arrangements you make with a Tutor are your responsibility to fulfil. If you need to cancel or rearrange a Lesson you must contact the Tutor via the messaging system as soon as possible.

2.3 All online Lessons must be conducted on the Platform using the Tutor Room as designated at the time of tuition, including Skype/Zoom/Albion Cams/ and EFSET systems.

2.4 All Lessons and tutoring services are billed on a pay-as-you-go basis. Both you and the Tutor are free to cancel any tutoring arrangement at any time and have no obligation or commitment to any further Lessons or tutoring services. If courses are bought in packages, Albion reserves the right to offer discounts as required.

2.5 Tutors may offer a Free Trial Lesson at their discretion, but they have no obligation to do so, as detailed in the Help Centre. However, it is noted that best practice is to offer a minimum 15 minute consultation free of charge to potential clients.

2.6 Unless agreed otherwise with the Agency, you are permitted to attend a maximum of 2 Free Trial Lessons 45 minute sessions per subject, provided they are offered by Tutors.

3. Tutor Payments

3.1 You agree that all payments to Tutors will be made using bank transfer direct from Albion study and that you will not pass any payment to a Tutor using any other methods.

If a Tutor requests that you pay them without using your Albion Account you must not do so and you must inform Albion Study as soon as possible.

3.2 You can add credit to your Albion Account anytime using a debit or credit card.

3.3 You agree to always pay for all assigned lessons in advance on the date of invoice.

3.6 You agree that, for a Tutor introduced to you via the Platform, for a period of 16 month following your most recent contact with that Tutor, you will not poach, barter, or approach in any regard seeking alternative fees or agreements, outside of the Albion study platform chats, emails and cameras. Any attempt to do so, will result in an immediate ban from Albion Study services and could result in the tutor losing their access to the platform also. We have zero tolerance for the breaching of health and safety of our clients and any breach of our child protection protocols are met with the most rigorous defence possible.

4. Lesson Billing

4.3 By entering a Tutor Room/zoom/skype/online class you agree to pay the Tutor's hourly rate (on a pro-rata basis) as shown in your 'tutors' area on your Account (unless a Free Trial has been awarded to your account, in which case there will be no charge).

4.4 For online Lessons, billing will occur automatically after the lesson ends and payment will be made to the Tutor in respect of allocated hours and payment made. Tutors are paid on the 5th of the month respectively via bank transfer.

4.5 If the automatic billing for any Lesson is incorrect it may be adjusted and corrected manually, and you should contact talk@albions.info with any queries.

4.6 If you miss an arranged Lesson or make a late cancellation the Tutor may request you make a Missed Lesson Payment. You have no obligation to make a Missed Lesson Payment but declining may cause the Tutor to end the tutoring arrangement or the Agency to withdraw their services entirely, depending upon circumstances.

4.7 You are only obligated to pay for a Lesson if you attend the Lesson, and if you attend you are only obligated to pay for the duration you attended.

5. Billing Disputes

5.1 If there is a dispute between you and a Tutor regarding the billing of a Lesson or Transfer you must report this to the Providers as soon as possible.

5.2 The Providers will act as moderators to resolve any billing dispute and decide if any billing changes will be made. The decision made by the Providers on billing dispute matters is final and you accept that the Providers have the right to change the billing for any Lessons you have received, provided there is reasonable grounds to do so and a full explanation is given.

5.3 If the billing for a Lesson is reduced then credit will be returned to your study account. If the billing for a lesson is increased then credit will be deducted from Study Account. If there is insufficient funds in your Account to cover the increase in billing of a Lesson, you agree to refund payments with sufficient funds as soon as possible and within no less than 5 working days. Any outstanding balance may accrue interest at 5% daily after the initial 5 day period until paid in full.

6. General

6.1 You must not exchange any personal contact details with Tutors via the Platform, including via the messaging system and Tutor Room.

6.2 You must inform the Providers immediately if at any point you have any safeguarding concerns.

6.3 You may be required to submit and confirm information in relation to yourself and the tutoring arrangements you have made with a Tutor. You agree to supply such information if required.

6.4 You acknowledge that the Providers have access to the Personal Data stored on your Platform Account.

6.5 If you are unhappy or dissatisfied with a Lesson or Tutor you must report this as soon as possible to the Agency, as detailed in the Help Centre.

6.6 You acknowledge that Albion provides the Platform software and payment system and is not responsible for any service issues regarding bank transfers, payment processors, used by the clients and teachers of Albion Online Studies.

6.7 You acknowledge that all Tutors work on a self-employed and freelance basis and they are solely responsible for their own actions, both on and off the Platform: Albion

issues DBS checks and requests for local police references and employer references for all tutors but does not guarantee the integrity of any individuals personal data or references.

7. Tutor Profiles

7.1 Whilst all Tutor profiles and information provided by Tutors are required to be accurate and representative, the Providers do not guarantee this and shall not be responsible for any false representation or incorrect information, nor do the Providers guarantee that a Tutor is suitably qualified or experienced to provide the services they offer.

7.2 However, all Tutor profiles are managed by the Agency using specific criteria for approval and inclusion in the Agency. You can contact the Agency to request the details of these criteria.

8. Account Closure

8.1 Your Platform Account may be closed if you:

- (a) fail to reply to messages;
- (b) fail to attend arranged Lessons;
- (c) refuse to make Missed Lesson Payments when requested;
- (d) repeatedly cause billing disputes with Tutors;
- (e) contact an excessive number of Tutors or send an excessive number of messages;
- (f) exchange contact details with a Tutor via the messaging system or the Tutor Room;
- (g) pay a Tutor without using Tutor Wallet;
- (h) do not log in to your Account for more than 2 years;
- (i) request it by contacting the Providers; or

- (i) breach the Agreement.

Tutor Policy

1. Introduction

1.1 This Tutor Policy sets out the additional rules governing Tutor Accounts and the use of the Platform and Services as a Tutor.

1.2 If Students are under 18 years of age their Account will have been registered by a parent or legal Guardian.

1.3 References in this Policy to "you" are to any Tutor using the Platform (and "your" should be construed accordingly); and references in this Policy to "us" are to the Providers, Albion Study LTD (and "we" and "our" should be construed accordingly).

2. Tutor Requirements

2.1 In order to register a Tutor Account, you must:

- (a) be over 18 years of age;
- (b) be legally entitled to work in the UK and EU
- (c) be an individual wishing to work as a Tutor on a self-employed basis;
- (d) not appear on the Children or Adult DBS Barred Lists;
- (e) use your real name and personal details;
- (f) not represent a company or organisation; and
- (g) not be VAT registered.

2.2 Upon request by the Agency or Supplier you must be able to prove:

- (a) your identity by providing a copy of your passport or driving licence;

(b) any qualifications listed on your profile;

(c) your enhanced DBS certificate status.

2.3 Your Account and profile details must be accurate and representative.

2.4 You must have the necessary qualifications and experience to provide Lessons in the subjects and levels you offer.

2.5 You are not permitted to have more than one Tutor Account with the Albion Study Agency.

3. Account Approval

3.1 Before you can start using the Platform Services your account requires approval by the Agency.

3.2 In order to approve your Account, the Agency may require you to submit certain documentation which may include: proof of identification; proof of address; qualification certificates; DBS certificates; references and other relevant documents. You can contact the Agency for details of the exact documentation required for Account approval. Any verification documents you provide must be sent via the Platform messaging system.

3.3 In order to approve your Account, the Agency may edit your tutor profile if appropriate, to ensure it conforms to Agency requirements. This may include but is not limited to: corrections to spelling, grammar, layout or formatting; changes to sentence structure or wording; removal of irrelevant or prohibited data; cropping or rotating of a photo; and addition or deletion of profile search tags. However, upon making any significant changes the Agency will inform you by sending you a message so you can review the changes to ensure they are accurate and representative.

3.4 In order to approve your Account, the Agency requires you to attend an interview, either online or offline. You should contact the Agency for details of the exact requirements for Account approval.

3.5 The Agency has the right to decline to approve your Account. When assessing your suitability as a Tutor the Agency may consider a range of criteria including but not limited to your: qualifications; experience; availability; hourly rate; subjects and levels

offered; profile detail and style; English language fluency; computer specification; internet connection; provided documentation; geographic location; and interview.

3.6 Once your Account is approved your tutor profile may be visible to other logged in users on the Platform. Depending upon the Agency requirements, it may also be visible to guests who are not logged in and may therefore also be indexed by Google and other search engines. If you do not wish your profile to appear in search engine results, you can request this by contacting the Agency.

4. Lessons

4.1 All Lessons and tutoring services should be arranged directly with Clients via the Platform messaging system, or inside the Tutor Room Platform Service.

4.2 Any Lesson arrangements you make with a Client are your responsibility to fulfil. If you need to cancel or rearrange a Lesson you must contact the Client via the messaging system as soon as possible.

4.3 All online Lessons must be conducted on the Platform using the Tutor Room.

4.4 You may offer a Free Trial Lesson at your discretion, but you have no obligation to do so, as detailed in the Help Centre. Unless agreed otherwise with the Agency, you are not permitted to provide more than 2 Free Trial Lessons to the same Student.

5. Lesson Billing

5.1 For online Lessons in the Tutor Room, the billing occurs automatically after the lesson and is calculated on a pro-rata basis using the Lesson duration and your hourly rate.

5.2 If the automatic billing for any Lesson is incorrect it may be adjusted and corrected manually.

5.3 When a Student enters your Tutor Room the maximum billable duration for the Lesson will be shown, based upon your hourly rate with the Student. It is your

responsibility to check the displayed maximum billable duration is greater than or equal to the duration you intend to teach, since you will not be paid for any teaching past this duration. No online Lesson is permitted to last longer than 3 hours.

5.4 If a Student misses an arranged Lesson or makes a late cancellation you may request they make a Missed Lesson Payment. Clients have no obligation to make a Missed Lesson Payment but if they decline you have the right to end the tutoring arrangement, as detailed in the Help Centre.

5.5 All Lessons and tutoring services are billed on a pay-as-you-go basis. You and your Clients are free to cancel any tutoring arrangement at any time and have no obligation or commitment to any further Lessons or tutoring services.

5.6 You agree that, for a Client introduced to you via the Platform, for a period of 12 month following your most recent contact with that Client, you will only receive payment from that Client via Albion Invoices.

6. Billing Disputes

6.1 If there is a dispute between you and a Client regarding the billing of a Lesson or Transfer you must report this to the Providers as soon as possible.

6.2 The Providers will act as moderators to resolve any billing dispute and decide if any billing changes will be made. The decision made by the Providers on billing dispute matters is final and you accept that the Providers have the right to change the billing for any Lesson you have conducted or any Transfer you have received, provided there is reasonable grounds to do so and a full explanation is given.

6.3 If a Client asserts that you were unable to provide satisfactory tutoring during a Lesson, the billing for the Lesson may be reduced or cancelled entirely. These situations will be carefully moderated by the Providers and you will be given the opportunity to express your opinions before a final decision is made.

6.4 If the billing for a Lesson or Transfer is reduced then credit will be deducted from your Tutor Wallet. If the billing for a Lesson or Transfer is increased then credit will be added to your Tutor Wallet.

7. Earnings

7.1 For all tutoring arranged via the platform, you agree that all Client payments will be made into your bank account and will not receive payment using any other method. If a Client requests to pay you without using Albion you must not allow this and you must inform Albion Study as soon as possible.

7.2 Credit is paid automatically and transferred to your nominated bank account on a monthly basis, after deduction of any prescribed fees.

7.3 the hourly rate is agreed before any assignment begins and Albion invoices as required automatically once a study plan is agreed. The tutor is paid monthly on the 5th day of each month respectively.

8. General Academic Standards

8.1 You may be required to submit and confirm information in relation to yourself and the tutoring arrangements you have made with a Client. You agree to supply such information if required by Albion Study.

8.2 You acknowledge that the Providers have access to the Personal Data stored on your Platform Account, in order to approve and manage your Account and provide you with their services and payments as and when needed.

8.3 You must not complete homework, coursework or any other assignment on behalf of a Student. All academic tasks must reflect the actual work and ability of the students. Any tests should be logged, recorded, and saved in the Albion online system.

8.4 If you are unhappy with or concerned about a Student you must report this as soon as possible to the Agency, as detailed in the Help Centre.

8.5 You acknowledge that Clients are entitled to submit feedback in relation to your Lessons and tutoring services. If you are unhappy with any feedback you receive you should contact Albion Study Management and they will make a decision regarding whether the feedback is shown in your profile or otherwise; any extreme cases of gross misconduct may result in the tutor losing all access to the account. In this instance, all hours worked will be paid in full but all access closed to the account permanently.

8.6 You acknowledge that Tutors may be ranked in Platform searches on the basis of a range of criteria which includes your profile and your activity on the Platform.

8.7 You acknowledge that Albion does not offer any term of employment and all tutors are self employed and responsible for declaring their own earnings to the respective country and governments tax authorities.

Albion offers: a study platform, scheduled billing, security and liaison, and marketing development, and all tutors will make themselves available to service assignments as reasonably requested. Most requests have 48 hrs notice before commencing.

8.8 You acknowledge that as a Tutor you work on a self-employed basis and are solely responsible for your own actions, both on and off the Platform.

8.9 You acknowledge that you are responsible for all Income Tax, National Insurance and any other responsibilities arising from earnings you receive through the Platform.

9. Safeguarding

9.1 You must not exchange any contact details with Clients via the Platform, including via the messaging system and Tutor Room.

9.2 You must inform the Providers immediately if at any point you have any safeguarding concerns.

9.3 You must take every precaution to ensure that you work in a safe environment and are responsible for taking out and maintaining your own insurance policies to cover the tutoring you undertake.

9.4 You must disclose any criminal convictions or cautions you have to the Agency when registering an Account. You must also disclose immediately any criminal convictions or cautions you receive at any time for as long as your Account remains registered.

10. Account Closure

10.1 Your Platform Account may be closed if you:

(a) fail to complete your tutor profile if requested to do so by the Agency;

- (b) fail to provide documentation required for account approval;
- (c) fail to reply to messages;
- (d) fail to attend arranged Lessons;
- (e) make excessive or inappropriate Missed Lesson Payment requests;
- (f) receive complaints or negative feedback from Clients;
- (g) cause billing disputes with Clients;
- (h) send an excessive number of messages;
- (i) exchange contact details with a Client via the messaging system or the Tutor Room;
- (j) receive payment from a Client without using Tutor Wallet;
- (k) do not log in to your Account for more than 2 years;
- (l) request it by contacting the Providers; or
- (m) breach the Agreement in any respect of the prior agreed acceptable terms of use.

Privacy & Cookie Policy

1. Introduction

1.1 References in this Policy to "you" are to any Customer using the Platform (and "your" should be construed accordingly); and references in this Policy to "us" are to the Providers, Albion Study (and "we" and "our" should be construed accordingly).

1.2 This policy applies where we are acting as joint data controllers with respect to the Personal Data of the Platform visitors and users; in other words, where we determine the purposes and means of the processing of that Personal Data.

1.3 We use cookies on the Platform. Insofar as those cookies are not strictly necessary for the provision of the Platform and Services, we may ask you to consent to our use of cookies when you first visit the Platform.

2. How we use your Personal Data

2.1 In this Section 2 we have set out:

- (a) the general categories of Personal Data that we may process;
- (b) in the case of Personal Data that we did not obtain directly from you, the source of that data;
- (c) the purposes for which we may process Personal Data; and
- (d) the legal bases of the processing.

2.2 We may process data about your use of the Platform and Services ("usage data"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and Platform navigation paths, as well as information about the timing, frequency and pattern of your Service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analysing the use of the Platform and Services. The legal basis for this processing is our legitimate interests, namely monitoring and improving the Platform and Services.

2.3 We may process your Account data ("account data"), which you have provided. The Account data may include your name, date of birth, country of residence, address, school, email, phone number, and bank account details. The account data may be processed for the purposes of operating and securing the Platform, providing the Services, and communicating with you. The legal basis for this processing is: the performance of a contract between you and us or taking steps, at your request, to enter into such a contract; legitimate interests, namely the proper administration of the Platform and business; and legitimate interests, namely the safeguarding of our users.

2.4 For Tutors, we may process your Tutor profile data ("profile data"), which you have provided. The profile data may include your photo, qualifications, accreditations, verifications, tutoring and teaching experience, availability, and the tutoring you offer. The profile data may be processed for the purposes of allowing you to use the Services. The legal basis for this processing is the performance of a contract between you and us or taking steps, at your request, to enter into such a contract.

2.5 For Tutors, we may process your verification documents ("verification data"), which you have provided. The verification data may include proof of identification, proof of address, qualification certificates, DBS certificates, references and other documents relevant to verifying your Account. The verification data may be processed for the purposes of verifying your tutor credentials and to comply with money laundering regulations. The legal basis for this processing is: the performance of a contract between you and us; legitimate interests, namely the proper administration of the Platform and business and the safeguarding of our users; and to meet our legal obligations.

2.6 We may process the Personal Data you generate in the course of using our Services ("service data"). The service data may include your Lesson history and transaction history. The service data may be processed for the purposes of operating the Platform and providing the Services. The legal basis for this processing is: the performance of a contract between you and us; legitimate interests, namely the proper administration of the Platform and business; and to meet our legal obligations.

2.7 We may process the information contained in the messages that you send and receive ("message data"). The message data may include the message content, any file attachments and any associated metadata. The Platform will generate metadata associated with messages sent or received via the Platform. The message data may be processed to allow you to use the Services and to allow us to provide safeguarding and quality control. The legal basis for this processing is the performance of a contract between you and us and legitimate interests, namely the safeguarding of our users.

2.8 We may process the information contained in reviews submitted by Clients ("review data"). The review data may include a star rating and a written review. The review data may be processed to allow you to use the Services and to allow for quality control. The legal basis for this processing is the performance of a contract between you and us and legitimate interests, namely the quality control of the Platform and Services.

2.9 We may process the information contained in Lesson recordings ("recording data"). The recording data may include audio (microphone) and video (webcam) streams as well as a presentation stream (whiteboard and uploaded documents). The data is generated during online Lessons in the Tutor Room. This data may be processed to provide safeguarding for Platform users and to resolve disputes and technical problems. The legal basis for this processing is the performance of a contract between you and us and legitimate interests, namely the safeguarding of the Platform and Services users.

2.10 We may process any of your Personal Data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

2.11 We may process any of your Personal Data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

2.12 In addition to the specific purposes for which we may process your Personal Data set out in this Section 2, we may also process any of your Personal Data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

2.13 You must not supply any other person's Personal Data to us, unless we prompt you to do so in writing.

3. Automated decision-making

3.1 If you are a Tutor, we may use your Personal Data for the purposes of automated decision-making in relation to ranking of tutor profiles in search results on the Platform. This automated decision-making will use a range of data including: the tutoring you offer; your qualifications and experience; your transaction history; and your ratings. The significance and consequence of this is: Tutors with higher level qualifications and greater experience will rank higher; Tutors will rank higher as they receive more credit; Tutors will rank higher as they receive positive ratings and may rank lower if they receive negative ratings.

4. Providing your Personal Data to others

4.1 For Tutors, once your tutor profile is approved your profile data will be visible to other logged in users on the Platform. Depending upon the Agency requirements, this visibility may be limited to Agency administrators, may extend to any logged in user, or may extend to guests who are not logged in and may therefore also be indexed by Google

and other search engines. If you do not wish your tutor profile data to appear in search engine results, you can request this by contacting the Agency.

4.2 We may disclose your Personal Data to our insurers and professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4.3 Financial transactions relating to the Platform and Services may be handled by our payment services provider. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

4.4 We may disclose your Personal Data to our trusted verification partners in order to confirm the validity of any submitted data or documentation. This may include your identification documents (including passport or UK driving licence), DBS certificates, qualification certificates, address, date of birth, TRN (teacher reference number) and other Personal Data where applicable. We will share this data only for the purposes of confirming the validity of the data and documents.

4.5 In addition to the specific disclosures of Personal Data set out in this Section 4, we may disclose your Personal Data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your Personal Data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

5. Retaining and deleting Personal Data

5.1 Personal Data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

5.2 We may retain your Personal Data for a period of 3 years from the date of the most recent login to your Account or for 2 months following the closure of your Account.

5.3 Notwithstanding the other provisions of this Clause 5, we may retain your Personal Data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

6. Security of Personal Data

6.1 We will take appropriate technical and organisational precautions to secure your Personal Data and to prevent the loss, misuse or alteration of your Personal Data.

6.2 We will store your Personal Data on secure servers.

6.3 All Personal Data sent from your web browser to our web server, or from our web server to your web browser, will be protected using encryption.

6.4 You acknowledge that the transmission of unencrypted (or inadequately encrypted) data over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

6.5 You should ensure that your password is not susceptible to being guessed, whether by a person or a computer program. You are responsible for keeping the password you use for accessing your Account confidential and we will not ask you for your password (except when you log in to your Account).

7. Amendments

7.1 We may update this policy from time to time by publishing a new version on the Platform. You should check this page occasionally to ensure you are happy with any changes to this policy. We may notify you of significant changes to this policy by email or through the Platform.

8. Your rights

8.1 In this Section 8, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been

included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

8.2 Your principal rights under data protection law are your rights to: access; rectification; erasure; restrict processing; object to processing; data portability; complain to a supervisory authority; and withdraw consent.

8.3 You have the right to confirmation as to whether or not we process your Personal Data and, where we do, you have the right to access the Personal Data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of Personal Data concerned and the recipients of the Personal Data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your Personal Data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access most of your Personal Data by logging in to your Account.

8.4 You have the right to have any inaccurate Personal Data about you rectified and, taking into account the purposes of the processing, to have any incomplete Personal Data about you completed. If any Personal Data that we hold about you needs to be corrected or updated you can contact us via the Platform or via email at talk@albions.info

8.5 In some circumstances you have the right to the erasure of your Personal Data without undue delay. Those circumstances include: when the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; if you withdraw consent to consent-based processing; if you object to the processing under certain rules of applicable data protection law; when the processing is for direct marketing purposes; and if the Personal Data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.

8.6 In some circumstances you have the right to restrict the processing of your Personal Data. Those circumstances are: you contest the accuracy of the Personal Data; processing is unlawful but you oppose erasure; we no longer need the Personal Data for the purposes of our processing, but you require Personal Data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your Personal Data. However, we will only otherwise process it: with your consent;

for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

8.7 You have the right to object to our processing of your Personal Data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process your Personal Data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.

8.8 You have the right to object to our processing of your Personal Data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

8.9 To the extent that the legal basis for our processing of your Personal Data is either consent or performance of a contract (to which you are party or in order to take steps at your request prior to entering into a contract), and such processing is carried out by automated means, you have the right to receive your Personal Data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

8.10 If you consider that our processing of your Personal Data infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.

8.11 To the extent that the legal basis for our processing of your Personal Data is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

8.12 You may exercise any of your rights in relation to your Personal Data by contacting us via the Platform or via email at support@tutoroffice.co.uk.

9. Third party Platforms

9.1 Our Platform may include links to and details of third party Platforms. We have no control over, and are not responsible for, the policies and practices of any other Platforms.

10. Cookies

10.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed. Cookies do not typically contain any information that personally identifies a user, but Personal Data that we store about you may be linked to the information stored in and obtained from cookies. Most browsers allow you to refuse to accept cookies and to delete cookies. However, cookies are essential to the correct operation of the Platform and if you block cookies you will not be able to use all the features of the Platform and the Services will not function correctly.

10.2 We use cookies for the following purposes:

- (a) authentication - we use cookies to identify you when you visit the Platform and as you navigate the Platform (cookies used for this purpose are: tutoroffice_session); and
- (b) security - we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect the Platform and Services generally cookies.

10.3 We use Google Analytics to analyse the use of the Platform. Google Analytics gathers information about Platform use by means of cookies. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>.