

Terms and Conditions

Here are our terms and conditions ("Terms"), contact us [here](#) if you have any other questions. Thanks for connecting.

User Agreement: www.vygo.com.au

Vygo Pty Ltd ACN 609 658 531 ("Vygo", "we" or "us") operates an online platform ("Vygo Services") allowing users ("User" or "You") to connect and perform tutoring services through Vygo's platform including through our website at <https://www.vygo.com.au/>, the Vygo iPhone application or Vygo Android application or any other platform we may introduce in the future ("Vygo Platform").

PLEASE READ THESE TERMS and ALL Vygo POLICIES including the [Privacy Policy](#), the [Community Guidelines](#), and the Prohibited Services and Items Policy, Service Fee Schedule (collectively the "AGREEMENT") carefully before using the services offered by Vygo.

Use of the Vygo Platform or use of the Vygo Services confirms that You agree to be bound by this Agreement.

SCOPE OF VYGO SERVICE

1.1 Vygo provides a platform for connecting people who require tutoring services ("Tutees") with those willing to do the job or provide the item ("Vygo Tutors").

1.2 A reference to User in this agreement includes Tutees, Vygo Tutors and any other person that visits or views the Vygo Platform.

1.3 A User creates an account with Vygo when s/he validly completes a registration form on the Vygo Platform.

1.4 Vygo provides the platform only. Apart from enabling a Tutee to find an Vygo Tutor to provide a particular service or supply a particular good, Vygo accepts no liability for any aspect of the Tutee and Vygo Tutor interaction, including but not limited to the description of goods and services offered, the performance of services and the delivery of goods. Vygo has no obligation to any User to assist or involve itself in any way in any dispute between a Tutee and an Vygo Tutor.

1.5 All information related to services to be performed or goods to be provided is supplied by Vygo Users. Unless expressly stated to the contrary, Vygo does not have any ability or responsibility to review, approve or verify any User provided information prior to publication on the Vygo Platform.

1.6 You expressly agree that Vygo has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users (including all Vygo Tutors and Tutees), including, but not limited to, the ability of Vygo Tutors to perform tasks or supply items, or the honesty or accuracy of any information provided by Tutees or the Tutee's ability to pay for the services or goods requested.

VYGO SERVICE DESCRIPTION

2.1 The Vygo Service will be reviewed and updated from time to time. In addition to the points set out below, certain portion(s) of the Vygo Service may be separately described on the Vygo Platform.

2.2 A Tutee with a requirement for a tutoring service to be provided for a subject or topic (1) creates an account with Vygo and (2) searches for the subject or topic, reviews relevant Vygo Tutor profiles and requests a tutoring session with their preferred Vygo Tutor ("Requested Job") by choosing a time, session length and location.

2.3 A Vygo Tutor with an ability to perform tutoring services (1) creates an account with Vygo and (2) reviews Requested Jobs from Tutees.

2.4 If a Vygo Tutor desires to provide tutoring services to a Tutee who has requested a session via a Requested Job, the Vygo Tutor must accept the request in response to the Requested Job ("Offer"). By accepting an Offer the Vygo Tutor confirms that s/he is legally entitled to and capable of supplying the goods or services described in the Requested Job. Offers are subject to further terms set out for Requesting Jobs and Accepting Offers below.

2.5 If a Tutee in any way updates a Requested Job after it has been published on the Vygo Platform and before an offer has been accepted, then Vygo may, at its discretion, cancel the Requested Job.

2.6 If the Tutee posts a Requested Job to a Vygo Tutor and the Vygo Tutor accepts, the Tutee commits to paying the Vygo tutor's rate for the length of session held at the requested time with the Vygo tutor via the payment facility Stripe account accessible via the Vygo platform ("Stripe Account").

2.7 The Vygo Tutor and Job Poster use a private messaging feature on the Vygo Platform to communicate directly about posted requests for tutoring services. Once a Vygo Tutor has accepted an offer from a Tutee the Tutee and the Vygo Tutor can continue to communicate privately using the Vygo private messaging service. Each time an Vygo User receives a message from the Vygo messaging service, a notification may be sent to the User via their currently active communication channel.

2.8 Once a Vygo Tutor has accepted an offer from a Tutee then the Tutee and the Vygo Tutor will be deemed to have entered into a separate contract under which the Tutee agrees to purchase, and the Vygo Tutor agrees to provide the Tutee with the tutoring services ("Task Contract").

2.9 The terms of the Task Contract incorporate the terms of this Agreement (to the extent they apply to the Tutee and the Vygo Tutor) and any additional terms and conditions agreed between the Tutee and the Vygo Tutor, including the description and price of the services or goods to be provided. You agree not to enter into any contractual provisions in a Task Contract that conflict with this Agreement. The terms of this Agreement incorporated into a Task Contract take priority over any other terms agreed between a Tutee and a Vygo Tutor in the Task Contract to the extent of any inconsistency.

2.10 The Vygo Tutor must provide the tutoring services to the Tutee in accordance with the Task Contract, unless the services, or transaction is prohibited by law, any associated academic institution policies, by this Agreement, an agreement between the User and a Third Party Provider or by any of our Policies. The Vygo Tutor must provide the tutoring services for the agreed upon session length unless otherwise advised by the Tutee during the session. Once a Tutee decides for the session to end, the Vygo Tutor must provide notice that the task is complete via the Vygo Platform functionality.

2.11 Once a Vygo Tutor has provided the goods or services requested by a Tutee in accordance with the Task Contract, the Vygo Tutor must provide notice that the task is complete by using the Vygo Platform functionality. It will be material breach of this Agreement and the Task Contract if a Vygo Tutor provides notice that a task is complete for a particular Posted Task without having provided the relevant goods or services for the recorded amount of time submitted by the Vygo tutor via the Vygo Platform functionality

2.12 Once a Vygo Tutor has provided the tutoring services in accordance with the Task Contract and has provided notice that the task is complete relating to a particular Posted Task, the Tutee will automatically release payment for reported tutoring session length at the agreed rate via the Vygo Platform functionality. It will be material breach of this Agreement and the Task Contract if, after an Vygo Tutor Worker has provide the relevant goods or services in accordance with the Task Contract and provided notice that a task is complete for a particular Posted Task, the Tutee fails to release the agreed price.

2.13 Once the Tutee has released the payment, the fee will be collected by the Stripe Account and paid in due course from the Stripe Account to the Vygo Tutor after the deduction of the relevant fees set out in the Service Fee Schedule and described in Fees below ("Service Fees").

2.14 Once a transaction is concluded, both the Vygo Tutor and Tutee are strongly encouraged to complete a Vygo service review using any feedback features on the Vygo Platform. Vygo will, from time to time, contact You to remind You to complete an Vygo service review.

2.15 The Vygo Platform may from time to time include location/ map-based functionality. The Vygo Platform may display the location of the Requested Job to the Tutee or Vygo Tutor. The Vygo Tutor or Tutee may be asked to provide the street and suburb where the tutoring session is to be performed. All tutoring sessions must occur in public places. A Tutee and Vygo Tutor should never disclose personal details such as their full names, home address, phone number or email address in in any communication on the Vygo Platform.

2.16 From time to time, Vygo may enter into agreements with business partners ("Business Partners") to enable Business Partners to acquire aspects or functions of the Vygo Platform, and may seek to engage Vygo Tutors in the provision of goods or services which the Business Partner will on sell to other parties (such as its customers). For the purposes of these Terms, when a Business Partner is engaged in this way, the Business Partner will be a Tutee and the task will be a Requested Job for the purposes of these Terms. Vygo Tutors who agree to perform Posted Tasks for Business Partners acknowledge and agree that Vygo and the Business Partner may on sell the goods or services supplied to third parties for an increased fee.

2.17 Business Partners may require Vygo Tutors engaged as contemplated in clause 2.16 to be approved or hold particular qualifications and Vygo may be asked by Business Partners to locate potentially suitably qualified Vygo Tutors. Vygo makes no warranty that it will promote any or all suitably qualified Vygo Tutors to Business Partners.

2.18 Before a Business Partner enters into a contract with a Vygo Tutor, it may be require the Vygo Tutor to enter into additional terms for the engagement ("Business Partner Contract") before the Vygo Tutor can undertake any work introduced by a Business Partner.

2.19 Where a Vygo Tutor accepts a Requested Job with a Business Partner:

(a) the Vygo Tutor must provide the goods or services to the Business Partner in accordance with the Task Contract created by these Terms and any applicable Business Partner Contract; and

(b) the terms of the Business Partner Contract will prevail to the extent of any inconsistency.

PAYMENT, REFUNDS AND CREDIT

3.1 Where a Tutees pays an agreed price for tutoring services into the Stripe Account after Requested Job has been undertaken ("Task Payment") that Task Payment will be used to pay the Vygo Tutor and Vygo in accordance with this Agreement. If that payment cannot be made for any reason the Task Payment moneys will be handled in accordance with this clause 3.

3.2 If the Tutee and the Vygo Tutor mutually agree to cancel the Task Contract or if, following reasonable attempts by a Tutee to contact an Vygo Tutor to perform the Task Contract, Vygo is satisfied that the Task Payment should not be transferred and there is no dispute between the Tutee and the Vygo Tutor, then Vygo will cancel the Offer.

3.3 If, for any reason, the Task Payment cannot be transferred or otherwise made to the Vygo Tutor or the Tutee (as the case may be) or no claim is otherwise made for a Task Payment, the Task Payment will remain in the Stripe Account until paid or otherwise for up to three months from the date the Tutee initially paid the Task Payment into the Stripe Account.

3.4 Following the 3 months referred to in clause 3.3 and provided there is still no dispute in respect of the Task Payment the Task Payment will be automatically converted into Vygo credit and credited to the relevant Tutee or Vygo Tutor ("Holder"). The credit will be to the account of the Tutee except where the Vygo Tutor has claimed the Task Contract has been completed but for whatever reason the Task Payment was not able to be transferred.

3.5 Credit on a Vygo gift card or any other form of Vygo card, coupon, voucher or code (in physical or virtual form) containing credit, or a discount, for use on the Vygo Platform ("Stored Value Card"), whether purchased or issued by Vygo free of charge, is also a form of Vygo credit that can be held by a holder (also a "Holder"). Stored Value Cards cannot be replaced, exchanged or reloaded and may only be used in the purchase of tasks via the Vygo Platform in accordance with this Agreement.

Stored Value Cards:

- (a) can be used by the Holder to pay for any new tasks via the Vygo Platform;
- (b) is not refundable or redeemable for cash;
- (c) expire 12 months from the last date the Vygo credit is topped-up or the Stored Value Card is issued by Vygo or purchased by the Holder (whether by operation of clause 3.4 or any other means) or by any other alternate expiry date applying to the Stored Value Card;
- (d) may also be subject to additional, or different, terms and conditions, as specified in relation to a Stored Value Card, such as expiry date, restriction on the Tasks redeemed (for example only for a User's first Task), specify a minimum Task value, or specify a maximum credit or discount value; and
- (e) must not be reproduced, copied, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the Holder, or stored in a data retrieval system, without Vygo's prior written permission.

3.6 The Holder is solely responsible for the security of any Stored Value Card. Vygo will have no liability for any loss or damage to the Stored Value Card and does not have any obligation to replace a Stored Value Card.

3.7 Vygo will not accept, and may refuse or cancel, any Stored Value Cards, which it determines in its sole discretion, have been used in breach of this Agreement or have been forged, tampered with, or are otherwise fraudulent and Vygo reserves the right to refer any suspected fraudulent activity to relevant law enforcement authorities. In particular, Stored Value Cards, such as promotional coupons, vouchers or codes distributed or circulated without our approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.

4. PAYMENT FACILITY AND ESCROW ACCOUNT

4.1 Vygo may use a related entity or a third party service provider to provide payment services acting as a payment facilitator and Stripe agent on behalf of the Tutee and Vygo Tutor ("Stripe Provider").

4.2 Payment processing services for Tutees and Vygo Tutors on Vygo are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a Tutee or Vygo Tutor on Vygo, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Vygo enabling payment processing services through Stripe, you agree to provide Vygo accurate and complete information about you and your business, and you authorize Vygo to share it and transaction information related to your use of the payment processing services provided by Stripe.

5. THIRD PARTY SERVICES

5.1 Vygo may from time to time include on the Vygo Platform promotions for and links to services offered by third parties ("Third Party Services"). These Third Party Services are not provided by Vygo.

5.2 Third Party Services are offered to You pursuant to terms and conditions offered by the third party. Third Party Services may be promoted on the Vygo Platform as a convenience to our Users who may find the Third Party Services of interest or of use.

5.3 If You engage with any Third Party Service provider your agreement will be directly between You and that Third Party Service provider.

5.4 Vygo makes no representation or warranty as to the Third Party Services. However, to help us continue to improve our Vygo Platform, please let us know of any issue that You experience using a Third Party Service by contacting us [here](#).

6. INSURANCE

6.1 Vygo may offer its Users an opportunity to obtain insurance for Vygo Users. All such insurance is offered by a third party. Application and terms and conditions for such third party insurance will be made available via the Vygo Platform. Vygo confirms that all insurance policies are Third Party Services and subject to further terms set out for Third Party Services. Vygo may elect to obtain its own insurance that may provide cover for Vygo Users.

6.2 Vygo does not represent that the insurance offered via the Vygo Platform is adequate or appropriate for any particular User. Each User must make its own enquiries about whether any further insurance (such as workers compensation insurance) is required.

6.3 The Vygo Tutor acknowledges and agrees that in the event that a Tutee makes a claim relating to any services performed and/or goods provided by an Vygo Tutor, and the insurance taken out by Vygo (if any) responds to that claim then this clause applies. Vygo may elect to make a claim under such policy and if the claim is successful, any excess payable in respect of the claim may be recovered by Vygo from the Vygo Tutor. Where Vygo makes a claim and the insurer assesses that the Vygo Tutor is responsible, Vygo is entitled to rely on that assessment. If you do not pay any excess, Vygo may also elect to set this amount off against future moneys it may owe to the Vygo Tutor.

6.4 The Vygo Tutor acknowledges and agrees that in the event that a Tutee makes a claim relating to any services performed and/or goods provided by an Vygo Tutor, and the insurance taken out by Vygo (if any) does not respond to the claim or the claim is below the excess payable to the insurer, then this clause applies. Vygo may elect to pay an amount to the Job Poster to settle the claim. To the extent that the Vygo Tutor was or would be liable for the amount of the claim the amount paid by Vygo Tutor may be recovered by Vygo from the Vygo Tutor. Vygo may also elect to set this amount off against future moneys it may owe to the Vygo Tutor.

7. IDENTITY VERIFICATION

7.1 Vygo may include tools to help Vygo Users to verify the identity, qualifications or skills of other Vygo Platform Users ("Identity Verification Services"). These tools may include: mobile phone verification technology, verification of payment information, a "Reference" feature (allowing a User of the Vygo Service to request other Users to post a reference on the Vygo Platform endorsing that User), integration with social networking sites such as Facebook, Twitter and Linked In and verification icons or badges displayed in association with an Vygo Tutor and obtained in accordance with clause 7.6 and or clause 7.7.

7.2 You agree that Vygo Identity Verification Services may not be fully accurate as all Vygo Services are dependent on User-supplied information and/or information or verification services provided by third parties.

7.3 Vygo Platform Users are solely responsible for identity verification and Vygo accepts no responsibility for any use that is made of an Vygo Identity Verification Service.

7.4 The Vygo Platform may also include a User-initiated feedback system to help evaluate Vygo User(s).

7.5 The Vygo Services Identity Verification Services may be modified at any time.

7.6 Vygo may from time to time make available certain verification icons to be displayed in relation to a Vygo Tutors profile, such as police checks or other verifiable information (such as certifications, qualifications, licenses or other skills) supplied by the Vygo Tutor and verified internally by Vygo, or externally by a third party verification provider ("Verification Icons"). The available Verification Icons can be requested by the Vygo Tutor via the Vygo Platform, and arranged on behalf of the Vygo Tutor and issued by Vygo, for a fee. Obtaining a Verification Icon may be subject to the provision of certain information or documentation by the Vygo Tutor and determined by Vygo or a third party verifier subject to its terms. It remains the Vygo Tutor's responsibility to ensure that information or documentation it provides in obtaining a Verification Icon is true and accurate and must inform Vygo immediately if a Verification Icon is no longer valid.

7.7 Vygo may also from time to time issue certain badges to be displayed in relation to an Vygo Tutor's profile, based on meeting certain qualification thresholds, the Verification Icons issued, or any other combination of information, as determined and set by Vygo ("Vygo Badge"). The available Vygo Badges will be issued for a fee.

7.8 The issue of a Verification Icon or Vygo Badge to an Vygo Tutor remains in the control of Vygo and the display and use of a Verification Icon or Vygo Badge is licensed to the Vygo Worker for use on the Vygo Platform only. Any verification obtained as a result of the issue of a Verification Icon or Vygo Badge may not be used for any other purpose outside of the Vygo Platform.

7.9 Vygo retains the discretion and/or right to not issue, or remove without notice to you, a Verification Icon or Vygo Badge if an Vygo Tutor is in breach of any of the terms of this Agreement, the Verification Icon or Vygo Badge has been issued incorrectly, obtained falsely, has expired, is no longer valid or for any other reason requiring its removal by Vygo.

8. ELIGIBILITY TO REGISTER

8.1 A Vygo account can only be created in the name of an individual. However, a Vygo User registering as an Vygo Tutor or Tutee may specify within the "account description" field that s/he is representing a business entity (including a company).

8.2 To create an account and use the Vygo Services You must be able to form legally binding contracts under applicable law. Vygo Services are not available to persons under 18 years of age. If You do not qualify to use the Vygo Services, You must not use the services.

8.3 While You are registered with Vygo You must maintain control of your Vygo account. You may not deal with your account (including feedback and associated UserID) in any way (including by allowing others to use your account or by transferring or selling the account or any of its content to another person).

8.4 At its absolute discretion, Vygo may refuse to allow any person to register or create an account with Vygo or cancel or suspend any existing account.

9. USER'S OBLIGATIONS

9.1 You agree that at all times:

- (a) You will comply with this Agreement (including all Vygo Policies) and all applicable laws and regulations;
- (b) You will post only accurate information on the Vygo Platform;
- (c) You will promptly and efficiently perform all your obligations to other Vygo Users under a Task Contract and to Vygo under this Agreement;

- (d) all content (whether provided by Vygo, a User or a third party) on the Vygo Platform may not be used on third party sites or for other business purposes without Vygo's prior permission; and
- (e) You will ensure that You are aware of any laws that apply to You as a Tutee or a Vygo Tutor, or in relation to any other way(s) that You use the Vygo Platform.

9.2 You must not use the Vygo Platform for any illegal or immoral purpose.

9.3 You grant to Vygo an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the Vygo Platform for the purpose of including that material and information on the Vygo Platform and as otherwise may be required to provide the Vygo Service, for the general promotion of the Vygo Service and as permitted by this Agreement.

9.4 Any information posted on Vygo Platform must not, in any way whatsoever, be potentially or actually harmful to Vygo or any other person. "Harm" includes, but is not limited to, economic loss that will or may be suffered by Vygo. Without limiting any provision of this Agreement, any information You supply to Vygo must be up to date and kept up to date and must not:

- (a) be false, inaccurate or misleading or deceptive;
- (b) be fraudulent or involve the sale of counterfeit or stolen items;
- (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- (d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);
- (e) be defamatory, libellous, threatening or harassing;
- (f) be obscene or contain any material that, in Vygo's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images;
- (g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Vygo Platform, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information.

9.5 You must have the right to provide goods and services under a Task Contract and to work in Australia. You must comply with your tax obligations in relation to any payment received under a Tasker Contract,

9.6 When You enter into a Task Contract using the Vygo Platform You create a legally binding contract with another Vygo User, unless the transaction is prohibited by law or by this Agreement (including the Vygo Policies). If You do not comply with your obligations to another Vygo User under a Task Contract, You may become liable to that other User. If another User breaches any obligation to You, You - not Vygo - are responsible for enforcing any rights that You may have with that User.

9.7 If Vygo determines at its sole discretion that You have breached any obligation under this clause 9, it reserves the rights to remove any content, Posted Task or Offer You have submitted to the Vygo Service or cancel or suspend Your account.

10. FEES

10.1 Registering and creating an account with Vygo is free. There is no charge for a Tutee to Request Jobs, or for other Vygo Users to review content on the Vygo Platform, including Vygo Tutor profiles.

10.2 If a Vygo Tutor has accepted your Requested Job, You agree that the Service Fees as set out in the Service Fee Schedule will be deducted from the agreed fee and paid to Vygo (or its nominee), which are inclusive of GST.

10.3 The Service Fees will be deducted and paid to Vygo when the agreed price is transferred to the Stripe Account.

10.4 To be clear, Service Fees will be calculated only on the amount that the Vygo Tutor agrees to charge the Tutee to provide the service or goods. This means that if a Tutee requires a Vygo Tutor to incur costs in completing a task (for example, if the task requires printing documents, Vygo Tutor might agree to pay for the document printing upfront and then be reimbursed by the Tutee), then the cost incurred will not be included in any calculation of the Service Fees.

10.5 If a Vygo Tutor agrees to pay some of the costs as part of completing a task, Vygo Tutor is solely responsible for having those costs reimbursed by the Tutee. Vygo will not be responsible for obtaining any reimbursement from a Tutee. We advise Vygo Tutors not to agree to incur any costs for a Tutee in advance of payment by the Tutee, unless the Vygo Tutor is confident that the Tutee will reimburse the costs promptly.

10.6 Vygo may from time to time change the Service Fees and the terms applying to their payment. Any change relating to the Service Fees is effective fourteen (14) days after Vygo notifies You of that change by sending a message to your Vygo account.

10.7 Vygo may choose to temporarily modify the Service Fees, or the terms applying to their payment, in its sole discretion. Notification of temporary modifications will also be sent to your Vygo account.

10.8 All fees and charges payable to Vygo are non-cancellable and non-refundable, subject to your rights under any Non-Excludable Conditions (defined below).

10.9 If Vygo introduces a new service on the Vygo Platform, the fees applying to that service will be payable as from the launch of the service and will also be "Service Fees" under this Agreement.

10.10 Where a Vygo Tutor is supplying goods or services, the Vygo Tutor must not charge a Tutee Service Fees on top of the agreed price for the goods or Services under the Task Contract.

11. REQUESTING JOBS AND ACCEPTING REQUESTED JOBS

11.1 A Requested Job must include the following details in order to be accepted by Vygo:

- (a) The date, time, location and expected duration of the requested tutoring session;
- (b) Acceptance of the Vygo Tutors rate: acceptance of the rate and calculated price that the Tutee will pay for the goods or services required; and
- (c) Description: a description of the tutoring services required.

11.2 Service Fees do not include any fees that may be due to Third Party Service Providers. All Third Party Service fees must be paid pursuant to your separate agreement with the Third Party Service provider.

11.3 As well as the mandatory details mentioned in paragraph 11.1, a Tutee may choose to specify additional terms that s/he wants to apply to the transaction

11.4 Tutees must describe the tutoring service fully and accurately and include all terms that You want to apply, as well as any information required by law. Requested Jobs may only include text. You must have the legal right to use any content that You post. Vygo may, in its sole discretion, remove any Posted Task for any reason.

11.5 Prior to the Vygo Tutor accepting an offer from a Tutee, all communications between a Tutee and the Vygo User(s) making and Offer to supply the services are visible to both the Vygo Tutor and Tutee. All Users of the Vygo Platform must take care when communicating and must not disclose any private contact details such as full name or address, phone number or email address.

11.6 In accepting a Requested Job, a Vygo Tutor agrees to provide the relevant tutoring services within the timeframe and on the terms and conditions specified in the Requested Job (unless the Vygo Tutor and the Tutee agree to vary the timeframe or the terms and conditions in the course of negotiations, in which case the Vygo Tutor must provide the goods or services in accordance with the agreed timeframe and terms and conditions).

11.7 Once a Vygo Tutor accepts an offer from a Tutee in accordance with clause 2.6, no further negotiations are permitted on the Vygo Platform in relation to the provision of the relevant goods or services. If, after the Vygo Tutor accepts an offer from a Tutee, the Vygo Tutor and Tutee wish to negotiate on timeframe for completion (for example, where Tutee or Vygo Tutor wants to change the time or duration) they may use the Vygo private messaging system and Vygo Platform functionalities, but otherwise those negotiations (and the resolution of any disputes) must be done outside the Vygo Platform.

11.8 If a Vygo User, Vygo Tutor or Tutee wishes to complain about any comment made on the Vygo Platform, please either use the "Report" function available from time to time on the Vygo Platform, or email Vygo using the contact information on the Vygo Platform.

11.9 Vygo Tutors may choose not to accept any Requested Job received and is not required to accept. Tutees may withdraw any Requested Job that are accepted by a Vygo Tutor at any time prior to the session however if a Tutee cancels a Requested Job that has been accepted by a Vygo Tutor and is due to take place within 6 hours, then the Tutee agrees and grants Vygo the right to bill the Tutee 50% of the Requested Job fee. These funds will then be allocated to Vygo and the Vygo Tutor.

11.10 A Vygo User or Vygo Tutor has no obligation whatsoever to accept any Requested Job.

12. FEEDBACK

12.1 Vygo is entitled to suspend or terminate your account at any time if Vygo, in its sole and absolute discretion, is concerned by any feedback about You, or considers your feedback rating to be problematic for other Vygo Users.

12.2 To continue to improve our Vygo's Platform, please let us know of any issue that You experience using a Third Party Service by contacting us [here](#).

13. LIMITATION OF LIABILITY

13.1 Except for liability in relation to breach of any implied condition, warranty or guarantee, including under the Competition and Consumer Act 2010 (Cth), the exclusion of which from a contract would contravene any statute or cause any part of this Agreement to be void ("Non-excludable Condition"), to the extent permitted by law Vygo specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, academic penalties or the lack of fitness for purpose of service supplied), arising out of or in any way connected with any transaction between Tutees and Vygo Tutors.

13.2 Except for liability in relation to a breach of any Non-excludable Condition, to the extent permitted by law, Vygo specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, academic penalties or the lack of fitness for purpose of any

goods or service supplied), arising out of or in any way connected with any transaction between You and any Third Party Service Provider who may be included from time to time on the Vygo Platform.

13.3 Except for liability in relation to a breach of any Non-excludable Condition, Vygo's liability to any User of this service is limited to the total amount of fees paid by that User to Vygo during the twelve month period prior to any incident causing liability of Vygo.

13.4 Vygo's liability to You for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

14. DEFAULT IN TRANSACTIONS

14.1 If You, as a Vygo Tutor or Tutee, fail to complete a transaction and do not have a lawful excuse for such failure, then in addition to Vygo's rights under this Agreement (including any Vygo Policy) to suspend (temporarily or indefinitely) or terminate any User's account, You may be in breach of your obligations to both Vygo and the Vygo Tutor or Tutee with whom You are transacting under a Task Contract.

15. PRIVACY

15.1 Vygo's Privacy Policy, which is available at www.vygo.com.au, applies to all Users and forms part of this Agreement. Use of the Vygo Platform confirms that You consent to, and authorise, the collection, use and disclosure of your personal information in accordance with Vygo's Privacy Policy.

15.2 Third Party Service providers will provide their service pursuant to their own Privacy Policy. Prior to acceptance of any service from a third party You must review and agree to their terms of service including their privacy policy.

16. NO WARRANTY

16.1 Except for liability in relation to any Non-excludable Condition, the Vygo service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to extent allowed by law.

17. MODIFICATIONS TO THE AGREEMENT

17.1 Vygo may modify this Agreement and/ or the Policies (and update the Vygo pages on which they are displayed) from time to time. Vygo will send notification of such modifications to your Vygo account. You should check that account regularly.

17.2 Except as stated in this Agreement, in a Policy, or as otherwise notified to You, all amended terms will automatically be effective 30 days after they are initially notified to You. Each time You use the Vygo Platform in any manner after the expiry of that 30 day period or such other notice period notified to You, You acknowledge any changes to the Agreement (including the Policies) and confirm your agreement to be bound by the Agreement as it may have been varied.

17.3 If You do not agree with any changes to this Agreement (or any of our Policies), You must terminate your Vygo account and stop using the Vygo Services. Except as specifically described in or authorised by this Agreement, the terms of this Agreement and any Vygo Policy cannot be amended except in writing signed by You and Vygo.

18. NO AGENCY

18.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular You have no authority to bind Vygo, its related entities or affiliates in any way whatsoever. Vygo confirms that all Third Party Services that may be promoted on the Vygo service are provided solely by such Third Party Service providers. To the extent permitted by law, Vygo specifically disclaims all liability for any loss or damage incurred by You in any manner due to the performance or non-performance of such Third Party Service.

19. NOTICES

19.1 Except as stated otherwise, any notices must be given by registered ordinary post or by email, either to Vygo's contact address as displayed on the Vygo Platform, or to Vygo Users' contact address as provided at registration. Any notice shall be deemed given:

- (a) if sent by email, 24 hours after email is sent, unless the Tutee is notified that the email address is invalid or the email is undeliverable, and
- (b) if sent by pre-paid post, three Business Days after the date of posting, or on the seventh Business Day after the date of posting if sent to or posted from outside Australia. In this section, "Business Day" means a day on which banks are open for general business in Sydney, New South Wales, other than a Saturday, Sunday or public holiday.
- (c) Notices related to performance of any Third Party Service must be delivered to such Third Party as set out in Third Party Service Provider terms and conditions.

20. MEDIATION AND DISPUTE RESOLUTION

20.1 Vygo encourages You to try and resolve disputes (including claims for returns or refunds) with other Vygo Users directly. Accordingly, You acknowledge and agree that Vygo may, in its absolute discretion, provide such of Your information as it decides is suitable to other parties involved in the dispute.

20.2 Vygo may provide access to a third party dispute resolution service ("Third Party Dispute Service"). If such a service is provided, either party may require the other party to submit the Third Party Dispute Service if the parties have failed to resolve the dispute directly. Vygo confirms that Third Party Dispute Service is a Third Party Service and subject to further terms set out for Third Party Services. The Users are responsible for paying any costs associated with the Third Party Dispute Service in accordance with the Third Party Dispute Service terms and conditions.

20.3 Disputes with any Third Party Service provider must proceed pursuant to any dispute resolution process set out in the terms of service of the Third Party Service Provider.

20.4 Vygo has the right to hold any Task Payment the subject of a dispute in the Stripe Account, until the dispute has been resolved.

20.5 If You have a complaint about the Vygo Service please contact us [here](#).

20.6 If Vygo provides information of other Vygo Users to You for the purposes of resolving disputes under this clause, You acknowledge and agree that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that you will indemnify Vygo against any claims relating to any other use of information not permitted by this Agreement.

21. TERMINATION

21.1 Either party may terminate an account and this Agreement at any time for any reason.

21.2 Termination of this Agreement does not affect any Task Contract that has been formed between Vygo Users. If You have entered a Task Contract You must comply with the terms of that Task Contract including providing the goods or services or paying the price as applicable.

21.3 Third Party Services are subject to Third Party Service provider terms and conditions.

21.4 Sections 10 (Fees), 13 (Limitation of Liability), and 20 (Mediation and Dispute Resolution) and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

22. GENERAL

22.1 This Agreement is governed by the laws of Queensland, Australia. You and Vygo submit to the exclusive jurisdiction of the courts of Queensland, Australia.

22.2 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.

22.3 This Agreement may be assigned or novated by Vygo to a third party without your consent. In the event of an assignment or novation You will remain bound by this Agreement.

22.4 This Agreement sets out the entire understanding and agreement between You and Vygo with respect to its subject matter.

23. SERVICE FEE SCHEDULE

23.1 The Service Fee for an offer that has been accepted by a Vygo Tutor is equal to twenty per cent (20%) of the amount that was accepted.

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