Yubikitas Tutor Policy (Established on 31 March 2023)

In this policy, the terms "tutor," "lecturer," and "instructor" are used interchangeably to refer to anyone who provides a lesson.

The terms and conditions below outline the contract between Yubikitas and you, the user of the Yubikitas platform and/or services. If you wish to provide tutoring services on the Yubikitas platform, you must carefully read and agree to the policies, hereafter referred to as the "Tutor Policy." Unspecified capitalized terms used in the Tutor Policy, including "Yubikitas," carry the definition provided in our Terms of Service. You can find the complete Yubikitas Terms of Service (Yubikitas Terms) at https://yubikitas.com/terms/.

If you do not fully accept this Tutor Policy, you are not authorized to teach on the Yubikitas Platform; you will not be eligible for any benefits from Yubikitas for any of the tutor services you provide.

The purpose of this Tutor Policy is to promote high standards of behavior for tutors when interacting with students. It sets clear expectations and provides guiding principles for tutors' conduct and provisions of tutor services. Our tutors come from diverse cultural backgrounds, so this policy aims to incorporate universally accepted standards of respect and tolerance. While this Tutor Policy does not cover every possible scenario that may arise during tutor-student interactions on the Yubikitas Platform, it establishes ethical and professional principles to guide tutors' behavior in line with Yubikitas' expectations.

1. Tutor Registration and Service Description

1.1 Registering as a Tutor

To become a "tutor," you will need to complete an application on the Yubikitas Platform. Yubikitas will evaluate your completed application for approval. If your tutor application is approved, your member status will be changed to "tutor." This grants you the ability to create and manage a tutor profile on the Yubikitas Platform, and you can start providing "Tutor Services," which include offering and conducting paid lessons ("Lessons") for students. To the extent permitted by applicable law, Yubikitas may obtain two types of reports: (i) background check reports from public records or through third-party vendors that pertain to matters like criminal convictions or sex offender registrations; and/or (ii) identity verification check reports. As a condition of applying to become a Tutor, you agree and authorize Yubikitas to utilize your personal information, such as your full name and date of birth, to obtain these reports.

1.2 Tutor Services Description

(i) Provide a comprehensive and detailed service description in your profile, clearly stating your teaching scope and the specific Lessons you offer.

(ii) Set expectations for your lessons that align with the student's needs and requirements.(iii) Refrain from engaging in fraudulent activities, offering services outside the scope outlined in your description, or offering any services in exchange for positive feedback or at no cost.

(iv) Avoid advertising any third-party teaching services, platforms, software, or applications.(v) Do not include personal contact information in your profile or communications, such as email addresses, telephone numbers, or social media account details.

2. Tutor Services Guidelines

2.1 Tutor Service Request

Upon receiving a Tutor Service request from a student, you agree to the following guidelines:

- (i) Utilize the Yubikitas platform as the primary channel to manage all Tutor Service requests from students
- (ii) Respond promptly to all communications related to Tutor Services, whether from a student or from Yubikitas
- (iii) Maintain a record of all essential details of your communication with the student. This includes information regarding the scope of your Tutor Services, availability, pricing, feedback to the student, any schedule changes, delays in providing the Tutor Service, and lesson completion. Communication can take place via emails, instant messages, telephone, or in-person conversations.
- (iv) Respond to all Tutor Service requests by accepting, declining, or proposing a change in time/date. It is important not to ignore Teaching service requests and to reply to the student's request promptly.

2.2 Lesson Policy

When providing a Lesson, all tutors are expected to adhere to the following policies:

- (i) Commitment to scheduled Lessons: Treat a confirmed Lesson as a commitment made to the student. Reschedule or cancel only as a last resort after communicating this with the student. If you are anticipating being unavailable for a certain period, responsible notify your students of your absence and update your available information on your Yubikitas Account profile accordingly.
- (ii) Record-Keeping: Maintain records of all important communications with students as outlined in section 2.1(iii). In case of a dispute between the tutor and student, Yubikitas may request both parties to provide evidence in the form of screenshots. These screenshots should contain all relevant information related to the dispute, including dates, times, and other communication details.
- (iii) Punctuality: Start Lessons promptly at the scheduled time. Initiate contact with the student, especially when teaching a first-time student.
- (iv) Connection with the Student: Establish communication with the student on the agreed-upon platform well in advance of the scheduled Lesson. Avoid waiting until the last minute.
- (v) Waiting for Late Students: If a student is late for a scheduled Lesson, wait for them until the end of the scheduled time. Be available to start the Lesson at any point during the scheduled period. However, you are not required to make up for lost time due to the student's late arrival.

- (vi) Ending Lessons on Time: Politely inform students before the scheduled end time that their Lesson is ending. You may mention that you need to prepare for an upcoming Lesson with another student.
- (vii) Rescheduling Lessons for Student Absences: If a student fails to attend a lesson and requests to reschedule, it is up to the tutor to decide whether to agree or reject the request.

For more detailed information, refer to the Lesson Policy.

2.3 Cancellation and Rescheduling

If you are unable to provide your Tutor Services at the previously agreed-upon time with a student, you agree to:

- (i) Immediately inform the student that you cannot provide your Tutor Services at the scheduled time and provide them with an explanation.
- (ii) Notify Yubikitas customer service promptly about the situation.

In case of unforeseen emergencies where you couldn't inform the students in advance, you are required to explain the situation to the student as soon as you are able to do so.

With the student's consent, tutors may cancel or reschedule any scheduled Tutor Service (including a Lesson) if done more than 24 hours before the scheduled start time. Cancellations or rescheduling should be conducted through the Yubikitas Platform and after discussing the matter with the student.

In most cases, except for true emergencies, no Tutor Service (including a Lesson) should be canceled or rescheduled by either the tutor or student within 24 hours of the scheduled start time. If you are unable to make a lesson, please cancel or modify your schedule with the student's consent. Persistent cancellations of your available slots may result in the suspension of your account.

2.4 Payment and Feedback

Upon providing any Tutor Services, you agree to:

- (i) Adhere to the Yubikitas Payment process for handling all financial transactions related to your Tutor Services.
- (ii) Provide constructive, objective, and balanced feedback for the student.

2.5 Taxes

Tutors are solely responsible for determining their tax obligations regarding the income earned from their Tutor Services. Tutors are also solely responsible for remitting any applicable taxes to the appropriate authority. Yubikitas does not provide tax advice to its members.

2.6 Additional Guidelines

In addition, you agree to follow these additional guidelines when providing your Tutor Services on the Yubikitas Platform:

(i) Respect Yubikitas Students' privacy according to the Yubikitas Privacy Policy. This includes refraining from requestion personally identifiable information from students, such as birth dates, age, government-issued identification numbers, phone numbers, or home addresses.

- (ii) Safeguard your own personal information.
- (iii) Keep records of all invoices and payments associated with your Tutor Services.
- (iv) Cooperate with Yubikitas in any anti-fraud measures and in the resolution of disputes.
- (v) Report any violation of the Yubikitas Terms or any other Yubikitas Policies, including instances of rating and feedback misuse.

3. Service Standards

3.1 Cultural Sensitivity

Respect your students' values and traditions. Unless specifically requested, avoid asking about the following:

- (i) Personal life: Refrain from asking students about their marital status or relationships.
- (ii) Political affiliations: Avoid discussing a student's support for a particular political party, ideological view, etc.
- (iii) Religious affiliations: Do not inquire about a student's belief in God or affiliation with a specific religious group.

3.2 Patience and Politeness

Given students' diverse backgrounds and varying language abilities, it is crucial to be patient and polite. Assist them with their language learning difficulties and provide encouragement rather than discouragement.

Avoid berating, yelling at, or insulting students. Never belittle their intelligence or criticize their current language proficiency.

Refrain from using rude or offensive language. Maintain professional courtesy and use respectful language when interacting with students.

Keep your composure and avoid losing your temper with a student.

If you feel unsure about handling a situation calmly, you can seek assistance from Yubikitas customer service or suggest that the student contact Yubikitas customer service to address any issues.

3.3 Professionalism

Tutors are responsible for proactively communicating with and managing students. Tutors are expected to exhibit professionalism in their interactions with students. In addition to the Tutor Services guidelines outlined in Section 2 (Tutor Services Guidelines), the following expectations apply:

- (i) Responsiveness: Promptly respond to messages from students. Reply within 48 hours OR before the proposed start time of a Tutor Service, whichever is sooner. Regularly check and respond to messages and service requests by logging into your Yubikitas Account at least twice a day.
- (ii) Personal Information Privacy: Safeguard your personal information.
- (iii) Student Privacy: Obtain written or recorded consent from students before recording audio or video during lessons.

- (iv) Language Teaching: Focus on teaching the student's chosen language. Avoid using lesson time to practice the student's native language. Encourage students to have more speaking time.
- (v) Feedback and Ratings: Provide accurate and respectful feedback. Yubikitas offers a feedback and rating system for students to express their opinions on the quality of instruction. Yubikitas does not actively monitor or censor feedback unless an issue is reported. If you believe a student's feedback or rating is inappropriate, untrue, or violated Yubikitas Terms or Policies, report the incident to Yubikitas customer service.
- (vi) By adhering to these guidelines, tutors can maintain a professional approach in their tutoring services on the Yubikitas Platform.

4. Violation of this Tutor Policy

Failure to comply with Tutor Policy may result in a breach if you:

- Fail to provide a Tutor Service after accepting payment.
- Neglect to make reasonable efforts to resolve disputes with students.
- Generate a high level of dissatisfaction among students.
- Violate any Yubikitas Terms or Policies.

Yubikitas reserves the right to take appropriate action, at its discretion, which may include:

- Canceling your listed Tutor Services.
- Limiting your Yubikitas Account privileges.
- Suspending or terminating your Yubikitas Account.
- Contacting law enforcement or pursuing legal remedies.

5. Tutor Content

The following terms in this section apply to all tutors offering Tutor Services on the Yubikitas Platform, in addition to the terms outlined in Section 10 (Member Content) of the Yubikitas Terms.

5.1 Ownership of Tutor Content

Any materials, such as articles, videos, or other content used in your Tutor Services or submitted to the Yubikitas Platform (referred to as "Tutor Content), are considered Member Content. As a result, you retain the copyright to your Tutor Content, and Yubikitas does not claim any ownership rights over any Tutor Content.

5.2 License Granted to Students

By providing your Tutor Services, you grant each student who purchases your services a limited right to use, view, and copy the Tutor Content you use for their personal and noncommercial educational purposes. You acknowledge that all the representations, warranties, license grants, and other provisions stated in Section 10 (Member Content) of the Yubikitas Terms apply to all your Tutor Content submitted to the Yubikitas Platform.

5.3 Yubikitas License to Tutor Content

In addition to the license granted to Yubikitas as outlined in Section 10 (Member Content) of the Yubikitas Terms, you also grant Yubikitas a license to utilize your Tutor Content, including your

introduction video, and information about your Tutor Services for marketing, adverting, and promotional purposes of the Yubikitas Platform across various media. This includes the publication of your introduction video on Yubikitas's official channels on third-party video hosting and streaming services such as YouTube, Instagram, and Tiktok. Yubikitas will remove any Tutor introduction videos from official channels on third-party video hosting and streaming services upon written request from such Tutor sent to Yubikitas customer service. Additionally, you grant Yubikitas the right to use your profile name as part of our marketing, advertising, and promotion efforts for the Yubikitas Platform.

6. Prohibited Actions

In addition to adhering to the guidelines for proper use of the Yubikitas Platform, you agree not to engage in the following actions, and you will not assist, encourage, or enable students or other tutors to do so:

- (i) Providing or posting false, misleading, inaccurate, or plagiarized information on the Yubikitas Platform, including in your Tutor profile, course content, lesson history, and feedback.
- (ii) Failing to establish or maintain an accurate and up-to-date Yubikitas profile.
- (iii) Providing your Tutor Services for free or in exchange for positive feedback or ratings from students.
- (iv) Offering your Tutoring Services, including Lessons, to "fake" students created by yourself or any third party to artificially increase your lesson counts and ratings in bad faith.
- (v) Forgery or alteration of your educational background, curriculum vitae, work experience, or certificates. Yubikitas conducts periodic random audits of Tutor qualifications, and if you do not meet the qualifications as stated in your profile, your account will be immediately deleted, and legal action may be pursued.
- (vi) Advertising or promoting third-party language learning services.
- (vii) Encouraging or allowing students to work with you outside of the Yubikitas Platform or accepting payment outside of the Yubikitas Platform. If a student requests to receive Tutor Services outside of the platform, please remind them that all lessons must be scheduled and paid for through the Yubikitas Platform. You can report such students or contact Yubikitas customer support for assistance
- (viii) In the event of a violation of the prohibitions, Yubikitas reserves the right to immediately suspend or deactivate your Yubikitas Account. Additionally, any earned Yubikitas Credits may be confiscated, and you may lose access to your lesson and teaching history on the Yubikitas Platform. If you suspect that others have violated these prohibitions or if you are unsure whether specific actions would constitute a violation, please promptly contact Yubikitas customer support for further assistance.

7. Contacting Customer Service

If you wish to report a violation of this Tutor Policy, Yubikitas Terms, or any other Yubikitas Policies, or have any questions or need assistance, please contact Yubikitas customer service as follows:

Online support: Skype ID live:.cid.3ea2781acdce11f6 Email: <u>info@yubikitas.com</u>