#### MONARCH TUTORS LTD

## **WEBSITE TERMS OF USE**

Last Updated: August 2025

#### 1. INTRODUCTION

These Website Terms of Use ("Website Terms") govern your use of the Monarch Tutors Ltd website located at <a href="https://www.monarchtutors.com">www.monarchtutors.com</a> and any associated mobile applications, services, or features (collectively, the "Website").

Monarch Tutors Ltd is a company registered in England and Wales ("we," "us," "our," or "Monarch Tutors").

**Important:** These Website Terms are separate from our Terms of Service for tutoring services. If you book or use our tutoring services, separate terms will apply.

## 2. ACCEPTANCE OF TERMS

By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Website Terms and our Privacy Policy.

If you do not agree to these terms, please do not use this Website.

## 3. CHANGES TO TERMS

We may modify these Website Terms at any time without prior notice. Changes will be effective immediately upon posting on the Website. Your continued use of the Website after changes are posted constitutes your acceptance of the modified terms.

We recommend reviewing these terms periodically for updates.

## 4. WEBSITE ACCESS AND USE

### 4.1 Permitted Use

You may use this Website for:

- Browsing information about our tutoring services
- Making enquiries about our services
- Booking consultations and tutoring sessions
- Accessing educational resources we provide
- Communicating with our team

### 4.2 Prohibited Use

You must not use this Website to:

- Violate any applicable laws or regulations
- Infringe on intellectual property rights
- Transmit harmful, threatening, abusive, or defamatory content

- Distribute spam, unsolicited communications, or commercial advertisements
- Attempt to gain unauthorized access to our systems or user accounts
- Upload or distribute viruses, malware, or other malicious code
- Interfere with the Website's operation or security measures
- Collect or harvest personal information of other users
- Use automated systems (bots, crawlers) without permission
- Impersonate others or provide false information
- Engage in any activity that could damage our reputation

# 4.3 Age Restrictions

This Website is intended for users aged 13 and over. If you are under 18, you must have parental or guardian consent to use this Website. We do not knowingly collect personal information from children under 13.

#### 5. USER ACCOUNTS AND REGISTRATION

## **5.1 Account Creation**

Some features of the Website may require you to create an account. When creating an account, you must:

- Provide accurate, complete, and current information
- Maintain the security of your login credentials
- Promptly update any changes to your information
- Notify us immediately of any unauthorized access

# 5.2 Account Responsibility

You are responsible for:

- All activities that occur under your account
- Maintaining the confidentiality of your account information
- · Logging out of your account when finished

# **5.3 Account Termination**

We reserve the right to suspend or terminate accounts that violate these Website Terms or engage in inappropriate conduct.

# **6. INTELLECTUAL PROPERTY RIGHTS**

## **6.1 Our Content**

All content on this Website, including but not limited to:

- Text, graphics, images, photographs, videos, audio
- Website design, layout, and user interface
- Software, code, and functionality
- Trademarks, logos, and brand names

Educational materials and resources

is owned by Monarch Tutors Ltd or our licensors and is protected by copyright, trademark, and other intellectual property laws.

### **6.2 Limited License**

We grant you a limited, non-exclusive, non-transferable license to access and use the Website content for personal, non-commercial purposes. This license does not include:

- Modification, reproduction, or distribution of content
- Commercial use of any content
- Creation of derivative works
- Removal of copyright or proprietary notices

# **6.3 User-Generated Content**

If you submit content to our Website (reviews, comments, enquiries), you grant us a perpetual, worldwide, royalty-free license to use, modify, and display such content for business purposes.

You represent that any content you submit:

- · Is accurate and not misleading
- Does not infringe third-party rights
- Does not contain harmful or illegal material

# 7. PRIVACY AND DATA PROTECTION

Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which forms part of these Website Terms.

By using this Website, you consent to our data practices as described in our Privacy Policy and Cookie Policy.

# 8. THIRD-PARTY LINKS AND SERVICES

### 8.1 External Links

Our Website may contain links to third-party websites or services. We do not endorse, control, or assume responsibility for the content, privacy policies, or practices of these external sites.

# 8.2 Third-Party Services

We may use third-party services for:

- Payment processing
- Analytics and website optimization
- Customer support tools
- Marketing and communication platforms

Your use of these services is subject to their respective terms and conditions.

#### 9. DISCLAIMERS AND LIMITATIONS

## 9.1 Website Availability

We strive to maintain Website availability but do not guarantee uninterrupted access. The Website may be unavailable due to:

- Scheduled maintenance
- Technical issues
- Force majeure events
- Security incidents

## 9.2 Content Accuracy

While we endeavor to provide accurate information, we do not warrant that Website content is:

- · Complete, current, or error-free
- Suitable for your specific needs
- Free from technical inaccuracies or typographical errors

## **9.3 "AS IS" BASIS**

The Website is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied.

## 9.4 LIMITATION OF LIABILITY

To the fullest extent permitted by law, Monarch Tutors Ltd shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from your use of the Website.

Our total liability for any claims related to the Website shall not exceed £100.

Important: These limitations do not affect your statutory rights as a consumer under UK law.

## 10. INDEMNIFICATION

You agree to indemnify and hold harmless Monarch Tutors Ltd, its directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Website
- · Your violation of these Website Terms
- Your violation of any third-party rights
- · Any content you submit to the Website

# 11. TECHNICAL REQUIREMENTS

# 11.1 System Requirements

For optimal Website experience, we recommend:

- Modern web browser with JavaScript enabled
- Stable internet connection

· Updated operating system and browser software

# 11.2 Mobile Compatibility

Our Website is designed to be mobile-responsive. However, some features may have limited functionality on mobile devices.

## 11.3 Accessibility

We strive to make our Website accessible to users with disabilities in accordance with Web Content Accessibility Guidelines (WCAG). If you experience accessibility issues, please contact us.

## 12. SECURITY

## 12.1 Website Security

We implement reasonable security measures to protect the Website and user data. However, no system is completely secure, and we cannot guarantee absolute security.

# 12.2 Reporting Security Issues

If you discover a security vulnerability, please report it to us immediately at <a href="mailto:security@monarchtutors.co.uk">security@monarchtutors.co.uk</a> rather than publicly disclosing it.

# 12.3 User Responsibility

You are responsible for:

- Using secure internet connections
- Keeping your devices and software updated
- · Not sharing login credentials
- · Reporting suspicious activity

# 13. TERMINATION

# 13.1 Termination by You

You may stop using the Website at any time. If you have an account, you may request account deletion by contacting us.

# 13.2 Termination by Us

We may terminate or restrict your access to the Website if you:

- Violate these Website Terms
- Engage in fraudulent or illegal activity
- Pose a security risk to the Website or other users
- Fail to pay for services (where applicable)

# 13.3 Effect of Termination

Upon termination:

- · Your right to use the Website ceases immediately
- We may delete your account and associated data

· Provisions regarding intellectual property, liability, and indemnification survive

14. JURISDICTION AND GOVERNING LAW

14.1 Governing Law

These Website Terms are governed by and construed in accordance with the laws of England and Wales.

14.2 Jurisdiction

Any disputes arising from these Website Terms or your use of the Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.3 EU Users

If you are a consumer based in the European Union, you may also bring proceedings in your country of residence.

15. MISCELLANEOUS

15.1 Entire Agreement

These Website Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Monarch Tutors Ltd regarding use of the Website.

15.2 Severability

If any provision of these Website Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

15.3 Waiver

Our failure to enforce any provision of these Website Terms does not constitute a waiver of that provision or any other provision.

15.4 Assignment

We may assign these Website Terms to any third party. You may not assign your rights or obligations under these terms without our written consent.

15.5 Force Majeure

We shall not be liable for any failure to perform our obligations due to circumstances beyond our reasonable control, including natural disasters, government actions, or technical failures.

**16. CONTACT INFORMATION** 

If you have questions about these Website Terms or need to report issues, please contact us:

**Monarch Tutors Ltd Website Terms Enquiries** 

Email: contact@monarchtutors.com

Business Hours: Monday - Friday, 9:00 AM - 6:00 PM GMT

# 17. ACKNOWLEDGMENT

By using this Website, you acknowledge that you have read, understood, and agree to be bound by these Website Terms of Use.

These Website Terms of Use are effective as of August 2025.