

STRULLO TERMS OF SERVICE

These Terms of Service (“Terms”) govern your access to and use of the Strullo website, mobile application, and associated services (the “Platform”), operated by Strullo (“Strullo,” “we,” “us,” or the “Company”). These Terms apply to you whether you use the Platform as a student or as a tutor.

If you are a tutor, your provision of tutoring services through the Platform - including commission, payment, scheduling, and conduct terms is governed separately by the Strullo Tutor Independent Contractor Agreement (the “Tutor Agreement”), which you accept during tutor onboarding. These Terms govern your use of the Platform itself and apply to you in addition to, and not in place of, the Tutor Agreement. Where these Terms and the Tutor Agreement conflict on a matter the Tutor Agreement expressly addresses (such as commission, payout, or your status as an independent contractor), the Tutor Agreement controls.

By creating an account, clicking “I Agree” (or an equivalent acceptance action), or otherwise using the Platform, you accept these Terms in full. If you do not agree to these Terms, you must not use the Platform.

1. DEFINITIONS

“Platform” means the Strullo website, mobile application, and associated services.

“Account” means the account you create to access the Platform.

“Content” means any text, images, reviews, messages, or other material submitted to the Platform by you or another user.

“Tutor Agreement” means the Strullo Tutor Independent Contractor Agreement entered into separately by tutors.

2. ACCEPTANCE AND ELIGIBILITY

2.1 Electronic Acceptance. You agree that creating an Account, clicking “I Agree,” or continuing to use the Platform constitutes your electronic acceptance of these Terms, and has the same legal effect as a handwritten signature, to the fullest extent permitted by applicable law.

2.2 Minimum age and Capacity. You must be at least eighteen (18) years old to create an Account or use the Platform. By accepting these Terms, you represent and warrant that you are at least eighteen (18) years old and have the legal capacity to enter into a binding contract in your jurisdiction. The Company may suspend or terminate your Account, without liability to you, if it determines, in its discretion, that you do not meet this age requirement.

2.3 Account Registration. You must provide accurate and complete information when creating your Account and must keep that information up to date. You are responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account.

3. LICENSE TO ACCESS THE PLATFORM

3.1 Limited License. Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for your personal, non-commercial use (or, if you are a tutor, for the purpose of providing tutoring services under the Tutor Agreement).

3.2 Restrictions. You shall not: (a) copy, modify, or create derivative works of the Platform; (b) reverse engineer, decompile, or disassemble the Platform except to the extent applicable law expressly permits; (c) use any automated means, including scraping or bots, to access the Platform; (d) circumvent or interfere with any security or access-control feature of the Platform; or (e) use the Platform for any purpose that is unlawful or prohibited by these Terms.

3.3 Suspension of Access. The Company may suspend or restrict your access to the Platform for a violation of these Terms, suspected fraudulent or unlawful activity, or as reasonably necessary to protect the security or integrity of the

Platform. This Section 3.3 concerns your access to the Platform generally; suspension or termination of a tutor's engagement is governed by the Tutor Agreement.

4. PLATFORM CONTENT AND INTELLECTUAL PROPERTY

4.1 Company IP. The Platform, including its software, design, layout, and trademarks, is owned by the Company or its licensors and is protected by applicable intellectual property laws. Nothing in these Terms transfers any right, title, or interest in the Platform to you, other than the limited license in Section 3.1.

4.2 Your Content. You retain ownership of Content you submit to the Platform. You grant the Company a non-exclusive, worldwide, royalty-free license to host, store, display, and distribute your Content solely for the purpose of operating and promoting the Platform. This Section 4.2 does not affect the ownership of a tutor's teaching materials or the license granted to the Company over a tutor's name, photograph, and biography, both of which are addressed in the Tutor Agreement.

4.3 Feedback. If you submit ideas, suggestions, or feedback about the Platform, the Company may use that feedback without obligation or compensation to you.

5. ACCEPTABLE USE

In addition to any conduct obligations you have under the Tutor Agreement, you shall not use the Platform to: impersonate any person or misrepresent your affiliation with any person or entity; upload or transmit any Content that is unlawful, defamatory, or infringes a third party's rights; harass, threaten, or discriminate against another user; attempt to gain unauthorized access to another user's Account or to any non-public part of the Platform; or use the Platform to transmit malware or engage in any activity that disrupts the Platform's operation.

6. PRIVACY

The Company's collection and use of your personal data is described in the Strullo Privacy Policy, which is incorporated into these Terms by reference.

7. DISCLAIMER OF WARRANTIES

The Platform is provided "as is" and "as available," without warranty of any kind, whether express, implied, or statutory, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law. The Company does not warrant that the Platform will be uninterrupted, secure, or error-free, or that any tutor's instruction will meet your expectations or requirements.

8. LIMITATION OF LIABILITY

8.1 Exclusion of Certain Damages. To the maximum extent permitted by applicable law, neither you nor the Company shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, loss of revenue, or loss of data, arising out of or relating to your use of the Platform, whether based in contract, tort (including negligence), or any other legal theory.

8.2 Liability Cap. Except as set out in Section 8.3, the Company's total aggregate liability to you arising out of or relating to your use of the Platform shall not exceed the greater of: (a) the total amount you paid to the Company in the twelve (12) months preceding the event giving rise to the claim. This Section 8 governs your use of the Platform generally; liability arising from a tutor's engagement is governed by the Tutor Agreement.

8.3 Exclusions from the Cap. The limitations in Sections 8.1 and 8.2 do not apply to: (a) a party's fraud, willful misconduct, or gross negligence; (b) infringement or misappropriation of the other party's intellectual property; or (c) any liability that cannot be limited or excluded under applicable law, including liability for death or personal injury caused by negligence.

9. INDEMNIFICATION

You shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from and against any claims, losses, liabilities, and expenses, including reasonable legal fees, arising out of or relating to: (a) your use of the Platform in violation of these Terms; (b) Content you submit to the Platform; or (c) your violation of applicable law. This Section 9 addresses your use of the Platform generally and does not replace the indemnification obligations specific to tutoring services set out in the Tutor Agreement.

10. TERMINATION

10.1 Termination by You. You may stop using the Platform and close your Account at any time.

10.2 Termination by the Company. The Company may suspend or terminate your Account for a violation of these Terms, prolonged inactivity, or as reasonably necessary to protect the Platform, its users, or the Company. If you are a tutor, termination of your Account under these Terms is without prejudice to, and does not itself effect, termination of the Tutor Agreement, which is governed by its own terms.

10.3 Effect of Termination. On termination, your license to access the Platform under Section 3.1 ends immediately. Sections that by their nature should survive termination, including Sections 4, 7, 8, 9, and 12, survive.

11. MODIFICATIONS TO THESE TERMS AND THE PLATFORM

11.1 Changes to These Terms. The Company may amend these Terms from time to time. Where we make a material change, we will provide notice through the Platform or by email at least twenty-one (21) days before the change takes effect. Your continued use of the Platform after the effective date of a change constitutes your acceptance of the updated Terms. If you are a tutor, this Section 11.1 does not apply to the Tutor Agreement, which may only be amended as set out in its own terms.

11.2 Changes to the Platform. The Company may modify, add to, or discontinue any feature of the Platform at any time, without liability to you, except as expressly provided in the Tutor Agreement with respect to a tutor's ability to provide tutoring services.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law. These Terms are governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

12.2. Dispute Resolution. Any dispute arising out of or relating to these Terms shall be referred to and finally resolved by arbitration administered by the Lagos Court of Arbitration under its Arbitration Rules then in force, which rules are deemed incorporated by reference. The seat of arbitration shall be Lagos, Nigeria. The arbitration shall be conducted by a sole arbitrator, in the English language. The arbitral award shall be final and binding on you and the Company, and judgment on the award may be entered in any court of competent jurisdiction.

12.3 Small Claims. Notwithstanding Section 12.2, either you or the Company may bring an individual claim in a small claims court of competent jurisdiction in Nigeria, provided the claim qualifies for, and remains within, that court's jurisdiction.

12.4 Equitable Relief. Notwithstanding Section 12.2, either you or the Company may seek injunctive or other equitable relief in a court of competent jurisdiction for an actual or threatened breach of this Agreement involving the unauthorized use or disclosure of confidential information, personal data, or intellectual property, pending the outcome of arbitration.

12.5 No Class or Consolidated Proceedings. Any arbitration or proceeding under this Section 12.2 shall be conducted on an individual basis only. Neither you nor the Company may bring a claim as a plaintiff or class member in any purported class, collective, or representative proceeding.

12.6 Cross-Border Application. Where you are located outside Nigeria: (a) the governing law in Section 12.1 applies to you notwithstanding your location, except to the extent a mandatory law of your home jurisdiction that cannot be contractually waived provides otherwise; (b) the small claims carve-out in Section 12.3 is available only where you are resident in Nigeria and the claim otherwise qualifies for that court's jurisdiction; and (c) the Company's right to suspend or terminate your access to the Platform under Section (12) remains available as an immediate remedy regardless of your location, independent of any arbitration or court proceeding under this Section 12.

13. GENERAL PROVISIONS

13.1 Entire Agreement. These Terms constitute the entire agreement between you and the Company regarding your use of the Platform. If you are a tutor, these Terms and the Tutor Agreement together constitute the entire agreement between you and the Company, and neither supersedes the other except as expressly stated.

13.2 Assignment. You may not assign these Terms without the Company's prior written consent. The Company may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets.

13.3 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions continue in full force and effect.

13.4 Notices. Notices under these Terms are delivered to the contact details provided in your Account, or such other address as either party designates in writing.

13.5 Other terms. The Company may amend other provisions of this Agreement from time to time. Where the Company makes such a change, it will notify you through the Platform or by email.

13.5 Electronic Communications.

You consent to receive notices, disclosures, and other communications from the Company electronically, including through the Platform, email, or SMS, and agree that such communications satisfy any legal requirement that they be in writing.

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms.