

## **Newton Classes “Terms and Conditions” of Service**

### **Welcome to Newton Classes**

Thanks for using services provided by Newton Classes, Canberra Australia.

Our Full Name: Newton Classes (iNewton Pty Ltd)

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Email: [info@newtonclasses.com.au](mailto:info@newtonclasses.com.au)

ABN: 39631324028

Services available on this website ([www.newtonclasses.com.au](http://www.newtonclasses.com.au)) are governed by these terms and conditions. Please read these terms and conditions carefully before using contents of this website or registering Newton Classes for tuitions.

### **(A) Using our Services**

Please do not misuse our Services. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct. For example, do not try to access our services using a method other than the interface and the instructions that we provide or do not interfere or alter contents, etc. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any content / legal notices displayed in or along with our Services.

Our Services display some content that is not ours but we refer to and thus provide additional input to the users / students. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law.

### **(B) Newton Classes Account**

You may need a Newton Classes Account in order to use some of our Services and this assigned to you by an administrator from Newton Classes. To protect your Newton Classes Account, keep your password confidential. You are responsible for the activity that happens on or through your Newton Classes Account. Try not to reuse your Newton Classes Account password on third-party applications. Details asked in the registration form are optional and it is user's responsibility to provide their personal data at their own risk if they want to use our Services.

### **(C) Copyright Protection**

Except as permitted by the copyright law applicable to you or these terms of use, you may not reproduce or communicate any of the content on this website, including files downloadable from this website, without the written permission of the copyright owner.

#### **(D) Contents in our Services**

Content on the website is to help students in achieving their educational goals. There is no guarantee that the information provided is sufficient to achieve high marks / high scores in exams.

Some of our Services may allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. When you download, upload, submit, store, send or receive content to or through our Services, you give Newton Classes (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

At any time we can analyze your content (including emails) to provide you personally relevant product features, such as customized lesson notes or reading material / practice questions. This analysis occurs as the content is sent, received, and when it is stored.

Newton Classes is an enabler. It is the sole responsibility of the Student to use the contents of the website and learning material for achieving marks / high-score in their respective exams. It is student's sole responsibility to use the website contents in their own interest in any fashion / manner. Newton Classes provides opportunity for discussion and share information among students regarding subject contents / topics. . It is student's own responsibility and risk to learn knowledge from this website.

If you register with Newton Classes, we may display your Profile name, Profile photo and achievements in our Services *e.g.* Testimonials in our website, including displaying in ads and other commercial contexts related to Newton Classes.

Unless you have our prior written permission, you (or any Student) are not permitted to:

- Redistribute any of the Content (including by using it as part of any library, archive or similar service);
- Retrieve and display or print the Content for anyone other than another Student;
- Remove copyright or trade mark notices from any copies of the Content;
- Create a database in electronic or structured manual form by downloading and storing all or any of the Content; or
- Except as expressly permitted above modify, reproduce, publish or in any way commercially exploit any of the Content.

#### **(E) Modifying and Terminating our Services**

We change and improve our Services on regular basis. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop or terminate your engagement with Newton Classes at any time. Newton Classes can also stop providing Services to you, or add or create new limits to our Services at any time.

## **(F) Privacy Policy**

(a) Newton Classes only collects some basic information of a student while they register at our portal. This contains their name, email, mobile, address, school name, grade, age, parent name, parent email and mobile.

(b) The above information (a) is required to give them access to our portal, to provide our services and to send them some useful information such as homework, information about free classes, etc.

(c) Newton Classes do not share or pass these details (a) to any third party.

(d) Newton Classes do not collect or save any Credit Card / Debit Card / Bank Account details of any client. All financial transactions through our website are processed by a secured payment gateway company and is responsible for security and privacy of these financial transactions.

We will use all reasonable endeavours and security controls that your information are not compromised. However, users should be aware that the World Wide Web is an insecure public network that gives rise to a potential risk that a user's transactions or information are being viewed, intercepted or modified by third parties or that files which the user downloads may contain computer viruses, disabling codes, worms or other devices or defects. Newton Classes do not do not guarantee to protect the registration form data when you use our Services. It is user's responsibility to provide their personal data at their own risk if they want to use our Services.

## **(G) Delivery / Payment Terms**

a) Newton Classes offers Live Online Packages for different streams *e.g.* Maths and Physics (Year 9 and 10). You can visit our website for the list of Online Packages. Live online classes are delivered by our expert faculty / consultants.

Standard fee Structure for Live Online Classes -

- For Year 5 to 8 students: A\$25/hour
- For Year 9 and 10 students: A\$30/hour
- For Year 11 and 12 students: A\$35/hour

b) Students / parent can buy Online Package(s) any time as per their requirement, by selecting any of the three payment options – 10 Classes, 5 Classes, 2 Classes. Access to attend online classes will only be granted once the payment for those classes have been paid / processed.

c) Validity of the Online Package- Online packages will expire according to the following criteria-

- 10 Classes: 90 days from the date of purchase
- 5 Classes: 45 days from the date of purchase
- 2 Classes: 21 days from the date of purchase

(d) On a successful payment, the payee will receive a confirmation email with a receipt for their payment.

d) Newton Classes offers **FREE** live online classes regularly so that students can get familiar with the delivery process, the live streaming technology and their device compatibility with the online

delivery mechanism of our services. Students are strongly advised to attend FREE live online class (s) before buying any Online Package.

#### **(H) Refund Policy**

(a) Students / parent can seek their full refund / partial refund, if they have paid the tuition fee in advance by buying a package. The amount, calculated as per the refund policy, will be processed within 5 business days from the date refund-request is received by email. Refund requests should be sent to [newtonclasses@hotmail.com](mailto:newtonclasses@hotmail.com). Generally it can take 8 to 10 business days to appear on your bank statement.

(b) Refund amount will be calculated based upon the standard fee structure, excluding the discount offered.

**Example:**

Normal tuition fee for Live Online Package for Year 9 is \$30/hour and it is \$45 for a 1.5 hour class. If someone buys a package of 10 classes upfront, discounted price of \$18/hr will be applied and a year 9 students will pay \$270 in advance for 10 live online classes (each class is of 1.5 hour duration). During the validity period of this package if a student decides to leave the online newton classes after attending 4 online classes, then an amount of  $4 \times 45 = \$180$  will be charged and A\$90 will be refunded [calculated as fee  $4 \times 45 = 180$ ; refund amount =  $270 - 180 = \$90$ ] while considering the normal tuition fee for 4 lessons.

(c) Newton Classes have given an option to a payee to seek refund anytime during the validity period of a package. Once the package is expired or after attending all the online classes as part of that package, payee will not be entitled to receive any refund.

(d) Full refunds will be offered for the services with major faults / defects occurred with Newton Classes due to technical reasons *e.g.* internet failure, cyber hack, etc.

(e) If any student is unable to attend the live online classes due to IT / device issues at their end *e.g.* internet speed, obsolete browsers, incompatible operating system, etc.; No Refund will be offered from Newton Classes as we are not responsible for these issues.

(f) As soon as a student book an online lass, they receive an email / sms for the confirmation of their booking. If a student has booked an online class and forgets to attend that class or could not attend that online class due to any reasons, best known to them, no refund for that particular class will be offered / processed.

#### **(I) Mobile Phone Policy**

It is found that usages of mobile phones during the classes are distracting and can impact the concentration / focus of other students in the class. Therefore the use of mobile phones in the class is prohibited specially browsing social media contents, messaging, tweeting, etc. However, mobile phones can be used for any emergency or important calls *e.g.* calling to parents for pick arrangements, etc.

Students attending the classes are not permitted to take photographs, video or record images or voices of other students or staff. Students or any other person available in the center are not permitted to take any photographs of books / documents / literature / IT devices available in the center.

Staff of Newton Classes can ask any student not using the phone during the class or can ask the students keeping their phone in their bags. Loss or damage of their mobile phones is solely their responsibility.

#### **(J) Live Streaming and Recording Classes-**

(a) If it is found that any student is using unacceptable / abusive language and displays unacceptable photos, music, media during the live class or write unacceptable messages in the Chat box (conversation box), Newton Classes / presenter has full right to log-off / cancel that attendee from that class with immediate effect and the fee for that particular class will not be refunded. If a student repeats the same behavior in subsequent class(s), Newton Classes will terminate his package expiry date and refund the balance as per the refund policy - when a student choose to terminate their package during the validity period.

(b) Newton Classes record some online classes and make available those recorded sessions on their website / an appropriate platform or application so that attendees can refer to / listen to those lessons until the expiry of their package. Attendees must not make any attempt to alter / update / forward / download / copy these recorded lessons otherwise their access to recorded lessons can be revoked.

(c) Attendee must follow the instructions of the presenter to use Microphone, Chat Box conversation, Video calls during the live class.

#### **(K) Our Warranties**

Neither Newton Classes nor its Tutors make any specific promises about the Services. For example, we don't make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs, any guarantee for achieving high grade / scores in school examinations. We provide the Services "as is".

Newton Classes does not provide any career counselling or any guidance for choosing a career or subjects in / for any educational institutions. It is student's own discretion and responsibility to select any subject in their respective schools.

We warrant that:

- we have the right to permit you to use the Content in accordance with these terms and conditions. Because of the nature of the Content, the sources from which it is obtained, errors and omissions may occur and we do not give any other warranties in relation to the Service. In particular, (but without limitation):

- we do not warrant the accuracy and completeness of the Content; and
- we do not warrant that the Service will be free from infection by viruses or anything else with contaminating or destructive properties or that the Service will be free from attack.

Accordingly, to the fullest extent permitted by law, we exclude all representations, warranties, conditions and other terms which but for these terms and conditions might have effect in relation to the Service.

#### **(L) Liability for our Services**

When permitted by law, Newton Classes and its tutors will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages, failures in achieving high grades / scores. Newton Classes and its tutors do not provide any

Career Counseling and thus will not be responsible for any decision students take about their education goals / academic careers / subject selections etc. In all cases, Newton Classes and its Tutors, will not be liable for any loss or damage that is not reasonably foreseeable.

Newton Classes organizes some events to relate the subject topics to everyday life applications e.g. Physics in Tennis, Maths in Billiards, Probability in Card games, etc. Student can participate in these events at their own risk and based upon their personal preferences. Newton Classes will not be responsible for any damage, accident, injury, loss, insurance liabilities regarding these type of events. Newton Classes does not support plagiarism and will not be responsible for any outcomes or activities that may cause harm to a student due to plagiarism.

**(M) Exclusive Jurisdiction Clause**

Each of the parties to this Agreement (Students / parents and Newton Classes) irrevocably agrees that the courts of Canberra, Australian Capital Territory shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Canberra, Australian Capital Territory, under Australia Law.

**About these Terms**

If there is a conflict between these terms, additional terms can be worked out and the additional terms will control for that conflict. These terms control the relationship between Newton Classes and you. They do not create any third party beneficiary rights.

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