

KAHMUNINC T&C

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Terms and conditions (For all Potential or existing Clients, Customers – including Customers, Parents or Students and For Tutors)by proceeding, I or we agree to the following KAHMUNINC terms and conditions:

Your Obligations:

You:

1.1. agree not to use the Website (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;

1.2. agree not to upload or transmit through the Website without limitation, any computer viruses, macro viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

1.3. will not upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

1.4 will not use the Website in a way that may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired;

1.5. will not use the Website in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

1.6. will not attempt any unauthorised access to any part or component of the Website; and

1.7. agree that in the event that You have any right, claim or action against any other User arising out of that User's use of the Website, then You will pursue such right, claim or action independently of, and without recourse to Us. You may choose to unsubscribe at any point of time if you find our advertisements non-beneficial.

1.8. Indemnity

1.8.1. You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by us and arising out of any breach of the Conditions by You or any other liabilities arising out of Your use of the Website, or the use by any other person accessing the Website using Your Internet account.

1.9. Ownership of Site; Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the KAHMUNINC website located at www.kahmuninc.co, and all associated sites linked to www.kahmuninc.co by KAHMUNINC, its subsidiaries and affiliates, including KAHMUNINC sites around the world (collectively, the "Site"). The Site is the property of KAHMUNINC ("KAHMUNINC") and its licensors. By using the site, you agree to these terms of use, if you do not agree, do not use the site. KAHMUNINC reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes, as long as you comply with these Terms of Use, KAHMUNINC grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

2. Quality of Tutoring Service

2.1. While KAHMUNINC strives to provide quality services to ensure a smooth and pleasant experience for both clients and tutors throughout the entire liaison process, KAHMUNINC does not guarantee that the assigned tutor will improve the student's academic grades. In addition to tuition, the student would also have to do their due diligence to ensure that sufficient revision was done in order to perform well in examinations.

2.2. The client reserves the right for free cancellation of a tutor after the first lesson if tutoring services are found unsatisfactory. However, the client is liable to pay for the tuition fee for the number of lessons taught regardless of how satisfactory the lessons were. You may request for a replacement tutor. We will to the best of our ability try to find a replacement tutor, but this will be subject to availability of the tutors who are able to match your search criteria. We do not guarantee that a replacement tutor would be found. Clients may also contact us to provide feedback on KAHMUNINC's and/or the tutor's services. We would appreciate all feedback as this would help us improve our services in future.

3. Commission and Mode of Payment

3.1. The service is free-of-charge for the clients as 40% of the 1st month tuition fee will be deducted from the tutor as commission for our services. However, we will require your assistance in collecting the payment by requesting you to transfer a sum amounting to 40% of the 1st month tuition fees after the 2nd week of lessons has commenced. At the end of the 4th week lessons, you will be required to pay the tutor the remaining 40% of the 1st month tuition fees. Commission charged to the tutor is only for the 1st month. For subsequent months, you will be required to pay the full sum of the tuition fee directly to the tutor at the end of every 4th week of lessons.

3.2. Collection of commission will always be at the end of the 2nd week of lessons, regardless of whether there is a change of dates for the lessons. I.e. For 4 lessons a month, if the first lesson is on Tuesday, KAHMUNINC will collect the commission on the following Tuesday regardless of whether the 2nd lesson day has been brought forward or delayed by either the client or the tutor.

3.3. An official invoice will be emailed to the clients once an assignment has been confirmed. Clients will be required to make the payment of the commission on the due date stated on the invoice. Payment shall be made either by internet banking, PayNow or via an ATM. Detailed payment instructions will be indicated in the invoice. If the payment is made via an ATM, it is the client's responsibility to keep the receipt as proof so that we can verify the payment.

3.4. Should the client decide to pass the commission to the tutor so that the tutor can make the payment on their behalf, this should be made known to us upon receipt of the official invoice so that arrangements can be made with the tutor. However, the client will be liable to pay us the commission if the tutor eventually defaults on the payment. Should the client suggest direct collection of the commission at their residential address, they must be agreeable with the additional administrative charges imposed by KAHMUNINC.

3.5. Under special circumstances, a small percentage of tutors may request for payments to be made after every lesson. In this case, clients are required to withhold the tuition fees for the first 2 weeks of lessons which are to be paid to KAHMUNINC on the due date stated on the invoice. Payments to the tutor should be made only from the 3rd week of lessons onwards. Should the client choose to make payments directly to the tutor from the start of the first lesson, the client will be liable to pay us the commission if the tutor eventually defaults on the payment.

3.6. All invoices are issued at time of shipment and are payable within thirty (30) days thereafter, unless otherwise required by KAHMUNINC. Payment should be made in accordance with the instructions on the invoice issued to you. Please contact us for bank account details when submitting remittance by bank wire transfer. Payments over USD\$2000 must be made by cheque, wire transfer or other means of settlement excluding credit cards. KAHMUNINC retains the right to apply a surcharge for processing any credit card payments over this amount.

3.7. Any products and services tax, sales tax, use tax, manufacturers tax, occupation tax, excise tax, value added tax, duty, customs, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any government authority or measured by the transaction between KAHMUNINC and Purchaser will be paid by Purchaser in addition to the purchase price. If KAHMUNINC is required to pay any such tax, fee or charge, then Purchaser will reimburse KAHMUNINC immediately upon receiving a request in writing from KAHMUNINC. If the Purchaser fails to make any payment when due under this Contract, then the Purchaser will pay to KAHMUNINC interest on the amount unpaid from the date when payment is due until payment is made at the rate of 1.5% per month compounded monthly (equivalent to 19.56% per annum), calculated and payable monthly, as well after as before any judgement.

3.8. Any cancellations made by clients will be subjected to flat administrative cancellation fees for any type of service provided by KAHMUNINC.

4. First lesson

4.1. Upon official confirmation of the assignment, the date and the time of the first lesson is fixed and should be adhered to.

4.2. Clients are required to complete a minimum of 1 lesson. The client will be liable to pay the KAHMUNINC an administrative charge amounting to 1 lesson tuition fee should tuition be cancelled by you before the commencement of the first lesson. This is to compensate for the effort, time and resources that were used to look for a tutor. However, should one or more lessons have been conducted, and the client decides to terminate the tuition, the client would only have to pay for the number of lessons taught.

5. Verification of credentials

5.1. KAHMUNINC have made it mandatory for the tutor to bring all their relevant certificates and NRIC for the first lesson for verifications purposes. Clients have the right to request to view the original copies of the tutor's credentials prior to the start of the lesson.

6. Changes to Tuition Schedule and Postponement/Cancellation of lessons

6.1. Changes to the tuition schedule are subject to mutual agreement between the client and the tutor. KAHMUNINC must be notified of any changes made to the frequency of the lessons in the first 4 weeks of lessons as adjustment may be made to the commission. Applying for the assignment does not guarantee acceptance by the parent. KAHMUNINC is not responsible for the fees due but clients are solely responsible for the fees from which tutor they choose to hire.

6.2. The client shall inform the KAHMUNINC and the tutor if a postponement or cancellation of a lesson is made. The tutor's contact details are stated in the confirmation invoice. Postponements of lessons are to be done at least 3 hours before the commencement of the lessons. If the tutor is informed less than 3 hours away from the start of the lesson, the tutor reserves the right to hold the client liable to compensate for the loss of time and transport cost to the tutor. The amount payable shall amount to no more than 1 lesson tuition fee. The client shall make the payment in cash on the tutor's next visit or via internet banking if there are no more next visits.

6.3. Cancellation and postponement of lessons shall not affect the amount and collection date of the commission.

7. Replacement or Termination of Tutor

7.1. The client may choose to change or terminate a tutor at any time after the first lesson has been conducted but will still be required to make the payment of the number of lessons conducted. The client shall notify the KAHMUNINC about their request to replace/terminate a tutor whereby the KAHMUNINC will inform the tutor on the client's behalf. Payment for the number of lessons conducted shall be made to KAHMUNINC and KAHMUNINC will proceed to resolve any payment issues owing to the tutor.

7.2. If the client decides to bypass the KAHMUNINC and make payments to the tutor directly, the client shall be made liable to KAHMUNINC should the KAHMUNINC fail to be able to collect the payment for the tutor

8.Delayed Payments & Unethical Clients

8.1. Multiple reminders will be sent out via email or SMS to remind our clients that payment is due. While KAHMUNINC is able to understand slight delays in payment due to busy schedules, or temporary cash flow issues, KAHMUNINC will not be able to tolerate clients who deliberately default on payment indefinitely by ignoring reminders, SMSes or phone calls made to prompt for payments. Clients who demonstrate the above behaviours will be subjected to the following:

8.2. Administrative fees to cover our costs incurred in trying to recover your debt

Blacklisted across all partnering tuition agencies.

Lawsuit & Tribunal of Small Claims.

Filing Police Report.

Engaging private debt collectors.

9.Disclaimer

9.1. KAHMUNINC acts as a 3rd party in the process of the matching services. In no event shall KAHMUNINC, the director and the respective employees be liable for any damages or physical harm inflicted whatsoever (including, but not limited to, theft, damages to property, physical/verbal abuse, outrage of modesty, sexual harassment, etc) to either of the involved parties.

9.2. KAHMUNINC will try to provide the best match possible, but due to varying factors (I.e. Efforts put in by the tutee, whether the tutee is receptive to the tutor's teaching, etc), we are not able to guarantee good/improvement of results. We are, however, able to the best of our ability, find a replacement tutor in the event you do not find the tutor satisfactory.

9.3. KAHMUNINC reserves the right to amend our T&C at any time without prior notice to our clients.

9.4 You should be aware that our Terms and Conditions, located at www.kahmuninc.co, apply to the use of our products and services.

9.5 All booking and cancellation fees are non-refundable

9.6 All tuition fees are to be paid to tuition centre directly.

10. Terms and conditions for teachers/tutors:

10.1. Registration & Eligibility

- 18 years old and above
- A Singapore citizen/ Singapore permanent resident (PR)/ Valid employment pass holder/if foreigner, only specified assignments
- Minimum qualifications with a pass in 'O' levels

10.2. Verification of Credentials

10.3. The tutor is responsible for all content, including text, photographs, and certificates. As such, you are responsible for all contents that you post, upload, email, or make available on KAHMUNINC Tuition's website.

10.4. It is the tutor's responsibility to ensure that all information provided and credentials are up-to-date, accurate and truthful.

10.5. KAHMUNINC will not tolerate tutors who provide false information and credentials. If a tutor's credibility is compromised, they will be subject to:

*Blacklisted from KAHMUNINC's database & all partnering agencies

Taking action to report to the police.

10.6. Tutors are required to bring and present your NRIC, relevant certificates and transcripts on the first lesson regardless of any request from the clients. The clients reserve the right to request to verify your credentials prior to the start of the first lesson.

11. Assigning and Acceptance of Assignments

11.1. You may either receive or call or SMS broadcast of any new assignments available. KAHMUNINC doesn't guarantee that you'll be selected for the assignment, even after you respond to the SMS broadcast. Only short-listed candidates will be contacted for more discussions.

11.2 Prior to accepting an assignment, it is your responsibility to ensure that you are able to fully commit to the assignment and do not have any other conflicting schedules which may result in changing of day and time of lessons, especially for the first lesson.

11.3. Upon acceptance of the assignment, you are required to commit to the tuition assignment for a minimum of 4 weeks. Should you terminate the assignment prior to the minimum period of 4 weeks, you will have to pay 40% of the 1st month tuition fees to KAHMUNINC (Read "Termination of Assignments prior to 1st month"). Clients will not be bound to this agreement and reserves the right to terminate the assignment at any time after the first lesson.

12. Conduct of Tutors

12.1. KAHMUNINC expects all our tutors to conduct themselves in a professional and ethical manner. KAHMUNINC reserves the right to terminate the assignment immediately should we deem the tutor's conduct to be unsatisfactory. Repeated poor conduct would lead to suspension or termination of your account. Guidelines of proper conduct include but are not limited to:

12.2. It is important for tutors to arrive on time for lessons, especially for the first lesson. Make sure to check the client's address's exact location before attending the first lesson. Leave home earlier than expected to cover for lost time in case you are unable to find your way to the client's residence. If you lose your way, you shouldn't use it as an excuse to be late. If there are unforeseen circumstances that prevent you from being on time, inform the client as soon as possible.

12.3. In the event of a change in tuition schedule, the tutor must inform the client at least 2 days in advance, unless there is sickness, where a doctor's medical certificate (MC) is necessary.

12.4. Ensure regular communication with the clients to provide updates on the student's progress.

12.5. One of the characteristics of a good tutor is the ability to motivate and encourage his/her students and have patience

13. Payment of Commission

13.1. Our tutors receive fair commission collection policy by KAHMUNINC categorizing tuition assignments into 'Long-Term Assignments', 'Short-Term Assignments', and 'Revision Rush'.

13.2. Assignments are identified as short-term or crash courses only when the client communicates them upfront upon requesting tutors. As such, unless otherwise specified.

13.3. Long-term assignments being cut short due to any reasons whatsoever will not be considered as short-term assignments and commission of 40% will still apply. Read "Termination of Assignments prior to 1st month"

13.4. Collection of commission will always be at the end of the 2nd week of lessons, regardless of whether there is a change of dates for the lessons. (I.e. for 4 lessons a month, if the first lesson is on Tuesday, KAHMUNINC will collect the commission on the following Tuesday regardless of whether the 2nd lesson day has been brought forward or delayed by either the client or the tutor.

14. Long-Term Assignments (except for group class assignments)

14.1. Long-term assignments are defined as assignments that are intended to proceed beyond 3 months. KAHMUNINC Tuition will collect 40% of the first month tuition fee from the client at the end of the 2nd week. At the end of the 4th week of lessons, the client will pay the remaining 40% of the 1st month tuition fee to you. We will be collecting the commission only from the first month. For subsequent months, the clients will pay the full tuition fees to the tutor directly.

15. Short-Term Assignments

15.1. Short-term assignments are defined as assignments with duration of more than one month but less or equal to 3 months. KAHMUNINC will collect 40% of the first month tuition fee from the client at the end of the 2nd week. At the end of the 4th week of lessons, the client will pay the remaining 60% of the 1st month tuition fee to you. We will be collecting the commission only based on the first month. For subsequent months, the clients will pay the full tuition fees to the tutor directly.

16. Revision Rush

16.1. Revision Rush are defined as assignments with duration of one month or less. For such assignments, KAHMUNINC will collect 1 lesson worth of tuition fee. This fee will be collected from the parent at the end of the 1st lesson. However, in the event the client decides to discontinue lessons after the first lesson, the KAHMUNINC will only collect 40% of the 1st lesson tuition fee and will refund the remaining 60% to the tutor.

17.Changes to Tuition Schedule and Postponement/Cancellation of Lessons

17.1. Changes to the tuition schedule are subject to mutual agreement between the client and the tutor. KAHMUNINC must be notified of any changes made to the frequency of the lessons in the first 4 weeks of the course as adjustments may be made to the commission.

17.2. The tutor shall inform the KAHMUNINC and the client if a postponement or cancellation of a lesson is made. The client's contact details are stated in the confirmation invoice. Postponement of lessons are to be done at least 3 days before the commencement of the lessons unless due sickness (a medical certificate must be provided to the client). Complaints about the tutor due to repeated postponement/cancellation of lessons will result in immediate termination of the assignment and blacklisting of the tutor.

17.3. Clients should also inform the tutor of any postponement at least 3 hours away before the start of the lesson. If the tutor is informed less than 3 hours before the commencement of the lessons, the tutor reserves the right to hold the client liable to compensate for the loss of time and transport cost to the tutor. The amount payable shall amount to no more than 1 lesson tuition fee. The client shall make the payment in cash on the tutor's next visit or via internet banking if there are no more next visits.

17.4. Cancellation and postponement of lessons shall not affect the amount and collection date of the commission.

18.Termination of Assignments Prior to 1st Month

18.1. Termination by tutor

18.1.1. After confirmation of the assignment (i.e. after the client's contact number and full address have been given to you), you will be required to commit for a minimum of 4 weeks. For whatever reasons you may need to terminate the assignment, you will be required to compensate KAHMUNINC a fee equivalent to 40% of the first month tuition fees as stated in the confirmation SMS or email. In addition, if KAHMUNINC deems the reason as not valid, you will be blacklisted and we would cease to offer any potential students to you in future.

18.2. Termination by client

18.2.1. If the client terminates the tuition services before completing the 1st month, KAHMUNINC will collect from the client the tuition fee for the number of the lesson taught. For long-term assignments, 40% of the tuition fee collected will be refunded to the tutor. For short-termed assignments 60% of the tuition fee collected will be refunded to the tutor and for crash course, 60% of the tuition fee collected will be refunded to the tutor. The tutor will be requested to furnish their bank account details for us to proceed with the transfer.

18.2.2. KAHMUNINC will within our best of ability retrieve the payment from the client. However, in the event the client decides to default on the payment, KAHMUNINC will not be liable to make any payments on the client's behalf. Read "Default of payment by tutees"

19. Default of Payment by Tutees

19.1. Should there be any monetary disputes regarding tuition fees between the clients and tutors, KAHMUNINC may be able to provide assistance within our means to help tutors to recover the payments. However, KAHMUNINC is not legally responsible for any payment dispute that arises between tutor and client. KAHMUNINC is not liable to pay up any tuition fees to the tutor should the client default on the payment.

20. Age, Gender and Race Preference

20.1. Very often, clients may have specific preferences and requirements for age, gender and race. By signing up as a tutor with KAHMUNINC, you agree to accept that you may be receiving advertisements of assignments with specific requests.

20.2. Likewise, before accepting an assignment, it is also the tutor's responsibility to clarify the gender and/or race of the tutee if it might be of concern to you. Once the assignment is accepted and confirmed, and the tutor decides to terminate it due to race/gender preferences, they will be liable to pay to the KAHMUNINC 40% of the 1st month of tuition fee. Read "Termination of Assignments prior to 1st month"

20.3. At any time if you feel that KAHMUNINC advertisements are unwanted, discriminatory or offensive, you may choose to unsubscribe with KAHMUNINC.

21. Disclaimer

21.1. KAHMUNINC acts as a 3rd party in the process of the matching services. In no event shall KAHMUNINC, the director and the respective employees be liable for any damages or physical harm inflicted whatsoever (including, but not limited to, theft, damages to property, physical/verbal abuse, outrage of modesty, sexual harassment, etc) to either of the involved parties.

21.2. KAHMUNINC reserves the right to amend our T&C at any time without prior notice to our tutors or clients.

21.3. No sale of contact numbers, email, or any other contact informations allowed

21.4. If you obtained any clients' contact information through KAHMUNINC, you are not allowed to sell this information to other parties. Neither are you allowed to use any methods to break into the website. KAHMUNINC shall not be liable for damages incurred by clients' or students' or parents' or tutors' negligent actions.

22. Copyright

22.1 The content on the Services (the "Content"), including without limitation, video, text, photos, and graphics, is protected under KAHMUNINC and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by us or our licensors. Other than with respect to your own User Submissions: (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and that of our applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. We give you a personal, revocable, non-assignable, non-sublicensable and non-exclusive right to access and use the Services in the manner permitted by these Terms. You acknowledge that you have no right to have access to all or any part of the Services in source code form.

22.2 We respect the intellectual property rights of others. Accordingly, we have a policy of removing User Submissions that violate copyright law, suspending access to the Services (or any portion thereof) to any user who uses the Services in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the Services in violation of copyright law.

23. If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement (including the YouTube Community Guidelines) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyse your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

24. Links

24.1. We may provide links to other websites or Internet resources for your convenience only, and such links do not signify or imply our endorsement of such other website or resource or its contents over which we have no control and which we do not monitor. You use those links at your own risk and should apply a reasonable level of caution and discretion in doing so. You agree that we shall have no responsibility or liability for any information, software, or materials found at any other web site or internet resource. We may also integrate with third parties who will interact with you under their terms of service. One such third party is YouTube and by using the Sites or Services, you agree to be bound by the YouTube Terms of Service located here. The Services may also contain links to third-party products or services that are monetized using affiliate marketing partners or programs ("Affiliate Links"). If you purchase a product or service through an Affiliate Link, we may receive revenue from that purchase.

25. Acceptable Use

25.1. Acceptable Use. You may use the Apps and the KAHMUNINC Services only for lawful personal use, and in accordance with these Terms, to search for and make class bookings and/or related purchases for yourself, or non-commercially on behalf of a person who has authorized you to do so. KAHMUNINC may, in its sole discretion, terminate your right to use the Apps and Services at any time, and may take all available legal recourse for actual or suspected violations of these Terms, including cancellation of bookings made in violation of these Terms. Any delay by KAHMUNINC in taking such actions does not constitute a waiver of KAHMUNINC's rights to enforce these Terms. By making the Apps and Services available for your use, KAHMUNINC does not consent to act as your agent or fiduciary.

How to Contact Us

If you have any feedback, comments, questions, requests and/or other communications regarding warranties, please contact the Customer Service at: kahmuninc@kahmuninc.co

KAHMUNINC reserves the right to amend their terms and conditions at any point in time.