



ARTICLE 1

1.1. OBJECT OF THE CONTRACT

The customer acknowledges having read the internal regulations and the service contract prior to the enrollment.

1.2. OBLIGATIONS OF THE PARTIES

1.2.1. OBLIGATIONS OF THE SERVICE PROVIDER

Eureka tutoring Center commits to set up an initial schedule of sessions according to the availability of the teachers and the students in order that all the hours can be conducted before the expiry date.

Eureka Tutoring Center commits to perform the services chosen by the client and to respect the schedule originally made.

1.2.2. OBLIGATIONS OF THE CUSTOMER

The customer commits to pay the price set for the services.

The customer commits to provide to the service provider the means, access and/or information sufficient for the good performance of his/her work.

The customer agrees to respect the schedule originally planned and to inform of any delay or postponement at least 24 hours before the fixed date.

ARTICLE 2 – MAKING APPOINTMENT

2.1. By email

Applying for an appointment by e-mail requires the customer to have an effective mailbox able to send and receive emails. Failing that, he/she will not be able to receive written confirmation of his/ her request. The contractual information will be displayed in French or English.

2.1. Through the website

Applying for an appointment through the website requires the customer to have a user account created in advance on the site www.eurekaction.com. Failing that, he/ she will not be able to receive written confirmation of his/ her request. The contractual information will be displayed in French or English.

ARTICLE 3 – FEES

All fees for Eureka Tutoring center's services are indicated in dollars and correspond to those applied on the day of the order. Eureka Tutoring Center reserves the right to modify its prices at any time without notice.

ARTICLE 4 – CONDITIONS AND METHODS OF PAYMENT

4.1 For tutoring and administrative assistance:

Upon signing the service's quotation, the customer will pay the total amount, in order to book the days and hours that are suitable for both parties for the sessions.

4.2 For private lessons - Methodology:

Upon the signature of the quotation for the services requested, the client will pay a deposit, in order to reserve the days and hours that are suitable for both parties for the sessions.

The customer will pay the balance of the invoice at the end of the last scheduled session.

4.3 The customer may use the following payment methods:

- Check: Only checks coming from a bank domiciled in Cambodia.

- Cash: In no case can cash payments be sent by post. Cash is only received directly by the service provider who will provide an invoice. This method of payment will validate your subscription for a service.

ARTICLE 5 – SERVICES

The various services offered are those available on the website on the day of the validation of the order.

All services are available at your home or at the Eureka Center # 34A Street 75 (second floor), Phnom Penh, Cambodia

During the first appointment, a schedule will be established according to the availability of both parties.

Any service not canceled 24 hours prior to the appointment will be lost and will not be refundable or exchangeable (except in case of force majeure).

In order to ensure the smooth running of the service, Eureka Tutoring Center requests its customers to respect the appointment hours. Appointments are at the student's home or at Eureka. If the student is late for more than 30 minutes, Eureka Tutoring center reserves its right to cancel the service (except in cases of force majeure).

The service provider may have to postpone an appointment (in particular during examinations or for the purpose of attending a training session).

Eureka Tutoring center will inform the customer beforehand of the postponement of its service within a minimum of 7 days.

Examination periods and holidays will be published on the website.

ARTICLE 6 – CLAIM

Any complaint concerning services carried out by Eureka Tutoring center must be sent within 8 days by e-mail. No full or partial refunds will be made for services already performed.

ARTICLE 7 – CANCELLATION OF SERVICES

Eureka Tutoring Center reserves its right to suspend any service in case of non-payment or refusal of payment authorization by check.

ARTICLE 8 – FORCE MAJEURE

The responsibility of the Eureka Tutoring Center Company can not be engaged if the non-performance or the delay in the performance of one of its obligations described in the present general conditions of sale arises from a case of force majeure.

As such, force majeure refers to any external, unpredictable and irresistible event.

ARTICLE 9 – RESPONSIBILITY

Eureka tutoring Center is only bound by an obligation of means. Under no circumstances it can be held liable for damage caused by an erroneous understanding of his private lessons, or by misapplication by the beneficiary.