



Terms & Conditions for Registration of Lessons

Please read these Terms & Conditions carefully. By completing the Registration Form, you agree to be bound by these Terms & Conditions.

TutorBuddy may make changes to these Terms & Conditions from time to time, and post a revised version on its website (www.TutorBuddy.sg), which shall be effective immediately upon such posting. TutorBuddy is under no obligation to separately inform the Client and Student of such revision. The Student and Client's continued access to the Platform or use of the Services after the revised Terms & Conditions have taken effect will constitute the Client and Student's unconditional acceptance of such revised Terms & Conditions.

A. Interpretation

1. In these Terms & Conditions, except where the context otherwise requires:
 - a. **"Business Days"** means a day other than a Saturday, Sunday or public holiday in Singapore;
 - b. **"Client", "you", or "your"** means the person who has accepted or proposes to accept the Services. The Client is responsible, as parent or legal guardian, or on behalf of a Student, for complying with his/her obligations under these Terms & Conditions and ensuring that the Student complies with the same, and where the Client is more than one person, each such person shall be jointly and severally responsible for such compliance;
 - c. **"Contract"** shall mean collectively these Terms & Conditions, the Registration Form and the TB Privacy Policy and such other policies, guidelines, codes of conduct and/or regulations of TB as are informed and provided to the Client and Student (and as amended, supplemented and varied) from time to time;
 - d. **"Core Programmes"** mean all regular lessons, courses, workshops and programmes developed, offered and conducted by TB and/or its Staff for the Student during each Term other than the Holiday Programmes or Special Programmes;
 - e. **"Fees"** means the Registration Fees and all applicable fees as shall be invoiced by TB for the Services from time to time;
 - f. **"Holiday Programmes"** and **"Special Programmes"** mean all lessons, courses, workshops and programmes developed, offered and conducted by TB and/or its Staff for the Student and outside of the Core Programmes;
 - g. **"Platform"** means the website and the online platform operated by TB and its relevant website administrator, and used by the Tutor, the Student and/or the Client through the website;
 - h. **"Registration Form"** refers to TB's registration form that is submitted by the Client for the purpose of registering the Student for the Services;
 - i. **"Registration Fee"** refers to the non-refundable applicable fee as invoiced by TB in relation to the registration of a Student for the Services from time to time;
 - j. **"Services"** means the lessons, courses, workshops and programmes developed, offered and conducted by TB and/or its Staff for the Student under the Contract, and shall include the Core Programmes and Holiday Programmes and all ancillary services in connection with the aforesaid;
 - k. **"Staff"** means any officer, tutor (whether permanent or temporary), employee, agent, service provider, representative or contractor of TB, whether located in Singapore or outside of Singapore;
 - l. **"Student"** means the individual who is the recipient of Services provided by TB;
 - m. **"TB", "we", "us" or "our"** means TutorBuddy and its affiliates;
 - n. **"TB Materials"** means the following:
 - (i) teaching materials, study guides, lecture notes, worksheets, exam papers, and any other similar materials and documents that are distributed by TB and/or the Tutor to the Client and/or Students, whether in the course of providing the Services or for the purposes of enrolment into our lessons; and
 - (ii) any work, materials and documents created by the Student during the Services, whether solely created

or in conjunction with a Staff or with other students, provided that such work, materials and documents are submitted to TB;

- o. **"TB Privacy Policy"** refers to the Privacy Policy (as amended, supplemented and varied from time to time), a copy of which is accessible from our website at <http://www.tutorbuddy.sg/privacy-policy>.
 - p. **"Term"** means the period for which TB and the Client may agree in respect of the provision of the Services;
 - q. **"Terms & Conditions"** means the terms and conditions contained herein and applicable to the provision of all Services;
 - r. **"Tutor"** means any tutor who is under the employment of TB;
 - s. **"User"** means the Client or Student that uses the Platform; and
 - t. **"Singapore Dollars"** and the sign SGD\$ means the lawful currency of the Republic of Singapore.
2. These Terms & Conditions apply to the provision of all Services by TB to the Student upon the engagement of the Client, and are to be complied with by the Client and Students at all times and are deemed incorporated in the engagement of TB and the provision of the Services.
3. The headings are for convenience only and shall not affect the interpretation of these Terms & Conditions.
4. In these Terms & Conditions, unless the context otherwise requires:
- a. references to the singular number shall include references to the plural and vice versa, references to a particular gender shall include all genders, and references to natural persons shall include bodies corporate and vice versa; and
 - b. person includes any individual, company, unincorporated association or body of persons (including a partnership, joint venture or consortium), government, state, agency, international organisation or other entity and any reference to a person includes its personal representative, successors, transferees or assigns (as the case may be).
5. References to these "Terms & Conditions" means references to the Terms & Conditions as amended from time to time.

B. Conditions of Continued Enrolment

6. The Client agrees to fully disclose and provide all information that TB may require in order for TB to provide the Services and shall ensure that such information is complete and accurate. In the event that TB subsequently becomes aware that the information required has been withheld, falsified or is inaccurate, TB has the right to suspend or terminate the Student from any or all lessons.
7. TB reserves the right to transfer, suspend and/or terminate the Services with immediate effect in the event that the Client and/or Student breaches any provisions of the Contract, or TB deems, in its sole discretion, that the Client and/or Student demonstrates behaviour that is detrimental to the welfare or safety of the Staff or another Client & Student of TB, or prejudicial to good order or the reputation of TB, or for any other reason that TB deems fit and proper in its absolute discretion. **In the event that the Services are terminated by TB pursuant to this Clause, TB will not be under any obligation to return any Fees paid by the Client and/or on account of the Student to TB.** Without prejudice to the generality of this Clause, the examples of when TB may exercise its right include (but is not limited to) cases where the Client and/or Student:
- a. cause or threaten to cause physical injury to another Client, Student and/or Staff for any reason;
 - b. use threatening, abusive or insulting words or behaviour towards another Client, Student and/or Staff;
 - c. harass, cause alarm or distress to other another Client, Student and/or Staff;
 - d. fail to comply with any policy, guidelines, code of conduct, regulation, notice, direction or instruction given by TB or any Staff in relation to the conduct of lessons or the use of the Platform or items or any matter relating to the provision of the Services;
 - e. persistently behave in a manner that is disruptive and prevents the continuation of lessons or the provision of the Services;
 - f. reproduce, republish, modify, disclose or disseminate any of the TB Materials without obtaining TB's prior written consent; or
 - g. do not pay any Fees payable to TB and which are outstanding and remain unpaid as at the first week of

commencement of the Term.

Should any investigations be deemed by TB (in its sole discretion) to be necessary or appropriate, the Student may be transferred, suspended or terminated from participating in any or all lessons pending such investigation.

C. Conduct of lessons

8. A Client interested in enrolling in the Services shall complete and submit the Registration Form to TB via the Platform. TB will notify the Client via an email confirmation, or such other methods as TB deems fit, if the Client's registration is successful. Upon such notification, the Client shall make payment of the relevant Fees.
9. TB reserves the right at any time to do any of the following as it deems fit in its sole and absolute discretion:
 - a. reject or refuse to provide the Services to any Client;
 - b. transfer, combine or dissolve a lesson,
 - c. make any changes to a lesson, including but not limited to change of Tutors, changes in timings and availability of lessons, venues and lesson content according to programme priorities and student needs; and

TB shall inform the Client and/or Student of any of the changes referred to above (where applicable) in writing.

10. TB does not guarantee that a Student will be able to attend a particular lesson or timeslot or to receive lessons from any particular Tutor. TB reserves the right to place a Student in an appropriate lesson or timeslot (in its absolute discretion) depending on the availability of lessons, lesson capacity, available Tutors and/or TB's assessment (in its absolute discretion) of the suitability of the Student in his/her ability, conduct, temperament or any other particular reason during any other particular lesson.
11. The Student shall not be entitled to receive any materials for any lessons which he or she has not registered and paid for. **In the event that the Student commences lessons mid-way during any programme or Term, the Student shall only be entitled to receive materials that are used in that lesson only from the date on which the Student begins attending the lessons.**
12. **Fees for unattended lessons are strictly not refundable. Subject always to Clause 13 below, a Student may be offered, subject to availability and at TB's sole discretion, up to a maximum of two (2) replacement lessons each Term under the core programme that the Student is enrolled for (the "Replacement Limit"). In the event that it is not possible to arrange a replacement lesson due to a lack of vacancies in other lessons, the Fees for the lesson unattended shall not be refunded or pro-rated. This Clause shall apply notwithstanding that the Student has valid reason(s) for missing the lesson.** Notwithstanding the Student's non-attendance of a lesson, TB shall provide the Student with the materials used for that particular lesson when the Student attends the following lesson.
13. **The Replacement Limit shall not apply to a Student enrolled in a Holiday Programme or Special Programme or who is unable to attend any lessons(s) under a Core Programme due to a timing clash with his or her Holiday Programmes or Special Programmes.** In such an event, TB may (but is not obliged to) in its sole and absolute discretion: (i) provide the Student with worksheets for the lesson(es) missed without a refund of Fees applicable, or (ii) provide replacement lessons.
14. There will be no lessons held on (i) public holidays (whether general, gazetted or otherwise declared or observed in Singapore), (ii) if a public holiday falls on a Sunday, the day next following (not being itself a public holiday), or (iii) such other days as designated by TB as a non-schooling day for any reason (including without limitation weather/emergency/safety reasons, for the purposes of school retreats/excursions or other administrative non-working days etc.). **Unless otherwise indicated, no replacement lessons will be scheduled and no refund of Fees will be given in lieu of any lessons which would otherwise have been held but for the same.** TB will however either provide the Student with the materials for that particular lesson on the prior or following week.

D. Platform Security Password

15. A Student and Client username and one-time security password for the Platform will be issued upon admission in the Core Programmes at no cost to the Student and Client. **This username and password is not to be shared with or disclosed to any third party. The Student and/or Client shall change their passwords on a monthly basis when an automated prompt for change of password is received.**
16. **In the event that a Student and/or Client misplaces his or her username and security password, or where the Student and/or Client forgets his or her password, the Student and/or Client shall immediately report this to TB by requesting for a regeneration of the username and/or password (as the case may be) to be reset by submitting a request at <http://www.tutorbuddy.sg/>. No fee will be charged for the first request. A non-refundable fee of SGD\$10 shall be chargeable for any subsequent request. A request to reset the username or password, once made, may not be withdrawn by the Student and/or Client.**
17. TB holds the right to disable a Student and/or Client's username and/or password at any time if, in its sole and absolute discretion, the Student and/or Client has failed to comply with any of the provisions in these Terms & Conditions.

E. Payment terms and Refunds

18. In consideration of the provision of the Services, the Client shall pay to TB the applicable Fees. All Fees stated are exclusive of any taxes, unless otherwise stated.
19. TB may review and vary the Fees at any time in its sole and absolute discretion. All Fees are to be paid in full immediately or in any event, within three (3) Business Days upon the successful registration of the Student for the Services. TB will issue invoices via email, or such other methods as it deems fit, to the Client upon payment of the relevant Fees.
20. **For a new Client:** A new Client shall pay the Registration Fee and the applicable course fees, upon receiving TutorBuddy's confirmation of successful registration.
21. **For an existing Client:** All applicable Fees shall be payable by the Client upon the successful registration of the Student pursuant to Clause 8 above.
22. Notwithstanding that he or she is successfully registered as a Student, a Student cannot commence or continue a lesson with TB unless any outstanding Registration Fees and/or applicable Fees are paid in full.
23. Unless TB in its sole and absolute discretion decides otherwise, any applicable Fees that have been paid (including without limitation, any Registration Fees) are strictly non-refundable. This applies notwithstanding that:
 - a. the Student's / Client may have withdrawn from the Services at any time before or after any Term, Holiday Programme or Special Programme (as applicable) has commenced; and/or
 - b. the Student may not have attended any lessons.
24. For the avoidance of doubt, all applicable Fees, including the Registration Fee, that have been paid are non-transferable to any other Student or third party.
25. Payments to TB may be made using the following methods:
 - a. **By Cheque:**
Cheques must be made payable to "TutorBuddy Pte. Ltd." and sent to 531A Upper Cross Street #04-95, Hong Lim Complex, Singapore 051531 by mail;
 - b. **By Bank Transfer:**
 - (i) Internet banking account holders may make payments by bank transfer using the following details:
Corporate Account No: **601322936001**
OCBC Bank Code : **7339**
OCBC Branch Code : **601**
 - (ii) Select "TutorBuddy Pte. Ltd." as the payee;
 - (iii) please enter all the exact names of the Students registering for the Services in the reference section when

making payment;

c. By Paynow:

- (i) Paynow users may make payments by selecting "UEN" as a payment option;
- (ii) Payment must be made via TB's UEN number: 202031675K;
- (iii) Please enter all the exact names of the Students registering for the Services in the reference section when making payment;

d. By QR Code:

Clients may scan TB's QR payment code using their mobile banking application.

26. A Registration Fee of SGD\$50.00 for Core Programmes is payable upon registration by Client and/or Student in respect of Students who are not existing students of TB. The amount of Registration Fee is subject to change at any time and without prior notice, and is strictly non-refundable in any circumstance.

27. In the event that a Student commences a Core Programme lesson after the Term has commenced, TB reserves all rights not to accept the Student and/or to cancel or terminate any lessons for which payment has not been made in accordance with Clause 19 above.

28. Unless otherwise stated, all applicable Fees paid are strictly non-refundable and the credit therein is non-transferable to any third party or other Student. The provisions of this clause shall have effect notwithstanding that the relevant lesson has not commenced or that the Student has not attended any lessons.

29. TB may in its sole discretion, deem that the Client is eligible for a refund of any applicable Fee paid or part thereof and in such event, TB will pay the refund via the same payment method that was used to make the initial payment.

F. Use of Platform

30. The Client and/or Student's responsibility on the Platform

- a. The Client and/or Student shall be responsible for all of his or her access to and activity on the Platform.
- b. The Client and/or Student shall not access or use the Platform in territories where such access or use may contravene any local law or is otherwise illegal or unlawful. The Client and/or Student acknowledges that he or she is responsible for compliance with all laws where he or she accesses or uses the Platform.
- c. The Client and/or Student is responsible for configuring its information technology, computer programmes and equipment to access the Platform and lessons. The Client and/or Student should use his or her own virus protection software.

31. By accessing the Platform, the lessons and/or receiving the Services, the Client and/or Student agrees that he or she will not:

- a. use the Platform in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- b. use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the rights of any other person, including others' privacy rights;
- c. impersonate any person or entity, falsely state or otherwise misrepresent its affiliation with any person or entity in connection with the Platform or express or imply that TB endorses any statement that it makes;
- d. interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available or violate any requirements, procedures, policies or regulations of such networks;
- e. transmit, cause to transmit or otherwise make available in connection with the use of the Platform any virus, worm or other computer code:
 - (i) that is harmful, invasive or malicious;
 - (ii) which may damage the operation of any hardware, software or equipment; or
 - (iii) which may be used to monitor the use of any hardware, software or equipment.

32. TB reserves the right to, and may, at any time change, modify, suspend or discontinue the whole or any part of the Platform. The Client and/or Student acknowledges and agrees that TB shall be entitled at any time, at its sole and absolute discretion, and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Platform without assigning any reason therefor.

33. TB makes no representation, warranty or undertaking, express or implied, to anyone in relation to the functionality or otherwise of the Platform or the information and materials provided on the Platform. Without prejudice to the generality of the foregoing, TB makes no representation, warranty or undertaking (as the case may be), express or implied, to any person that:
- a. the Platform will be available at all times or available at all;
 - b. any individual function or feature of the Platform will be uninterrupted and/or error free;
 - c. the Platform will be free of viruses, malware or other harmful components;
 - d. the Platform will be compatible with all software and hardware or, where interfered with, it will be secure (although reasonable measures will be taken to maintain the security of the Platform);
 - e. the Platform is of satisfactory fitness or quality for any general or specific purpose; or
 - f. any defects or errors on the Platform will be corrected immediately and promptly.
34. The Platform may contain links to other websites and online resources which are not maintained or operated by TB. The access and use of such third-party websites and resources is at the Client and/or Student's own risk. TB is not responsible for and does not endorse the availability or contents of such third-party websites or resources and shall not be liable for any damages or loss (including any computer viruses, Trojan horses, worms or similar items or processes), arising from the availability of contents of those third-party websites or resources.

G. Intellectual Property & Media Rights

35. For the avoidance of doubt, all rights, title and interest to the TB Materials shall owned by, licensed to or controlled by TB.
36. The Client and Student shall not, without the prior written consent of TB, reproduce, republish, modify, or disclose to any third party the TB Materials. Any unauthorised reproduction, republication, modification or disclosure of the TB Materials by a Student shall be valid grounds for the suspension or termination of the Services to that Student.

H. Personal Data Protection and Privacy Policy

37. TB has in place measures to protect the privacy and personal data of the Client and Student. The TB Privacy Policy describes how TB collects, uses, discloses and processes such personal data. The TB Privacy Policy may be found online at <http://www.tutorbuddy.sg/privacy-policy>.

I. Limitation of Liability

38. The Client undertakes all risks and liabilities arising from or incidental to the provision of the Services to the Student, and, to the fullest extent permitted by law, TB, its affiliated companies, directors, officers, agents and its Staff shall not be liable to any person, including, but not limited to the Client and the Student for any direct, indirect, punitive, incidental, special, consequential damages, losses, expenses, liabilities which may arise as a result of the provision of the Services.
39. The Client shall be solely responsible for the special conditions or needs (whether physical, mental or emotional) of the Student.
40. TB is not a childcare centre and does not provide custody or care of any Student attending or leaving TB's online lessons.
41. It is the Client's responsibility to ensure that the Student attends the Lessons on the Platform in a timely and orderly fashion and has the necessary electronic device to log into and attend the Lessons.
42. In the event a court of competent jurisdiction adjudges that TB is liable for damages, losses, expenses or other liabilities of the scope set out in Clause 38 above, TB's aggregate liability to the affected Client and/or Student in respect of the same (whether in contract, tort, strict liability or otherwise including, without limitation, gross negligence, wilful default, fraud or otherwise) shall not exceed the aggregate sum of all unpaid and paid fees made by the Client for the relevant Term (in the case of Core Programmes) or the Holiday Programme or Special Programme in respect of which such liability arose.

J. No Warranty

43. TB does not represent, warrant or guarantee that any Services or any assigned tutor or any course, workshop, lesson or programme developed and/or conducted by TB will help improve the Student's academic or other performance and the Client and/or Student hereby irrevocably agree and undertake to fully waive and indemnify TB and its Staff against all consequences arising from any act or omission on the part of TB, including without limitation any act or omission in respect of TB's conduct of lessons, allocation of Staff and students, marking of worksheets, Core Programme, Holiday Programme and Special Programme materials and conduct of Staff, other students and clients.

K. Indemnity

44. The Client shall indemnify, defend and hold harmless TB, its affiliated companies, directors, officers, agents and its Staff from and against all loss, claims, demands, causes of action, liabilities, damages, costs or expenses resulting therefrom (including, without limitation, court expenses and legal fees on a full indemnity basis) arising out of or relating to the breach of or non-compliance with any terms of the Contract and these Terms & Conditions on the part of the Client and/or Student or arising out of any wilful default, misconduct or negligence on the part of the Client and/or Student.

L. Force Majeure

45. TB shall not be in breach of these Terms & Conditions, nor be liable for any failure or delay in the performance of any other obligations under these Terms & Conditions to the Client and/or Student arising from or attributable to a Force Majeure event beyond TB's reasonable control and TB shall be released from such obligations to the extent that TB is affected by the circumstances of the Force Majeure event and for the period during which those circumstances exist.

46. For the purposes of this Clause, "Force Majeure" shall mean any of the following acts, events, omissions, and accidents: a) war, invasion, rebellion, revolution, insurrection or civil war; b) act of Government; c) earthquakes, fire, lightning, storms, floods, haze or any other occurrence caused by the operation of the forces of nature; d) strikes, lockouts, boycotts or labour disputes; e) terrorism, sabotage or arson; f) epidemic or infectious disease; or g) any other event similar to any of the foregoing or any other event beyond the reasonable control of TB.

47. If any such delay or non-performance continues for a period in excess of thirty (30) calendar days, TB shall have the right to terminate the Contract by giving the Client seven (7) Business Days' notice prior to such termination without affecting any rights accruing prior to such termination.

M. Communications

48. For the purposes of the provision of the Services and/or any matter relating to the Student:

- a. TB will and is entitled to communicate with and take instructions from the Client and all parties who have signed the Registration Form indicating that they are a contact person unless notice in writing to the contrary is subsequently given by the Client;
- b. TB is entitled (but is not otherwise obliged) not to communicate or correspond with any person or party (including a Client) who has not signed the Registration Form indicating that they are a contact person or who has not otherwise subsequently been expressly authorised in writing by the Client; and
- c. where TB deems it necessary in the case of urgency or for the purposes of an emergency, TB will contact and communicate with any contact person or party whose details or particulars are known to TB.

49. It is the responsibility of the Client to update TB in a timely manner in respect of any change in status or particulars of the Client and/or the Student. The Client may do so by obtaining, completing and submitting the appropriate particulars forms available on <http://www.tutorbuddy.sg/>.

50. Unless otherwise provided for in the Contract, any notice or communication which the Client and/or Student are required to give to TB under the Contract must be in writing, addressed to "TutorBuddy" and sent to the address of TB. The address of TB shall be its address stated in the "Contact Us" tab of its website, or as from time to time notified by TB to the Client and/or Student. Any such notice or communication shall be deemed to have been duly served

upon actual physical receipt of the same by TB.

N. Determinations

51. TB shall be empowered and entitled to make any determination or issue any notification concerning any matters in relation to the Contract and the provision of the Services (including the manner in which the Services are provided and/or the suspension and/or termination of the Services to any Client or Student) which shall (in the absence of manifest error) be conclusive evidence as to that matter and shall be binding on the Client and/or Student.

O. Confidentiality

52. The Client and Student shall treat and keep all Terms & Conditions of the Contract and any matter relating to the provision of the Services and all matters or disputes arising out of or in respect of the Contract and/or the provision of Services strictly private and confidential and shall not under any circumstances directly or indirectly through any other person disclose, communicate or publish the same to any third parties (unless required by regulatory or judicial authorities and/or with the express prior written consent of TB) and shall indemnify TB against any breach of or default in respect of the same.

53. Under no circumstances shall TB be required to disclose to the Client, Students or any other party any Personal Data (as defined in the Personal Data Protection Act 2012), personal information, details or particulars, confidential information or the identities of other students, clients, Staff or third parties.

P. Entire Agreement

54. The Contract constitutes the entire agreement and understanding between TB and the Client in relation to the Services and Lessons and supersedes any other prior agreements, discussions, negotiations, drafts, promises, assurances, whether written or oral, relating to the Services and Lessons. The Client acknowledges it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

Q. Assignment

55. Other than as expressly provided for in these Terms & Conditions, these Terms & Conditions and any rights or obligations of any Client hereunder may not be transferred or assigned by any Client, but may be transferred or assigned by TB at any time.

R. Severability

56. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this agreement.

S. Third Party Rights

57. Save for a Staff, a person who is not a party to the Contract has no rights under the Contracts (Right of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of the terms of this Contract.

T. Governing Law and Dispute Resolution

58. This Contract shall be governed by and construed in accordance with the laws of Singapore.

59. Any dispute arising out of or in connection with this Contract must first be negotiated in good faith between the parties with a view to a resolution of such dispute. Each of the parties hereto irrevocably agrees that, if the dispute is not resolved within 30 days of the date of the dispute first arising, the parties shall resolve their disputes at the Small Claims Tribunal of Singapore, which shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the Contract and, for such purposes, irrevocably submits to the exclusive jurisdiction of the Small Claims Tribunal.

60. All disputes and the resolution of such disputes (whether conducted through negotiation, litigation or otherwise) shall be strictly private and confidential between the parties.