

# AMERICAN TUTORS AND HOMESCHOOL PARTNERS DESIGNER INSTRUCTOR TERMS

**Last Updated: 6/1/22.**

You agree to abide by these Designer Instructor terms (“Terms”) when you sign up to be a Designer Instructor on the American Tutors and Homeschool Partners Courses platform. This is a legal and binding agreement (“Agreement”) between American Tutors and Homeschool Partners, DBA as Carolina Teachers Alliance, Inc., a North Carolina nonprofit corporation (“American Tutors”) and you (“Designer Instructor”). The parties expressly agree to enter into this Agreement by electronic means within the meaning of the North Carolina Uniform Electronic Transactions Act. (2000-152, s. 1.) (“NCUETA”).

In this Agreement, you, the Designer Instructor, are contracting with us. The terms “we”, “us” or “our” refers to American Tutors. The term “Website” or “Site” refers to American Tutors’ website platform at americantutors.org. The Site (Americantutors.org) is operated by American Tutors. The term “Designer Instructors” (in the plural) refers to you and other Designer Instructors who use the Website to design and sell courses to Student(s). Designer Instructors

## 1. Designer Instructor Requirements.

a) **Technical requirements.** Designer Instructor agrees to create their Submitted Content using these requirements:

- i) **Audio** – Use a quality microphone such as a lapel microphone or standalone microphone. Using a microphone that is built-in to a phone or personal computer will not achieve a high enough audio quality for our Website courses. If you are using a standalone microphone, it is best to use a pop filter.
- ii) **Video** –
  - (1) **Camera.** If your video contains “talking head” style lectures, it is best to use a smartphone camera that records in at least HD 720p. If your PC webcam records in at least HD 720p, the video quality may be acceptable, however it is recommended that a camera separate from a generic webcam be used.
  - (2) **Lighting and Background.** Utilize this [resource](#) for helpful information.
  - (3) Utilize **Screen recording “Screen casting” software** as you wish. (**Examples:** (Ex. CamStudio, Camtasia, OBS Studio).
  - (4) **Video Size** - Size limit: 2MB maximum per video upload. Use compression software (Example: Handbrake) to reduce your video size.
  - (5) **Video Format:** Record in HD at 720p or 1080p. Upload in .mp4 or .mov. Recordings must be in HD.
  - (6) **Video Editing Software** – Use quality software. (Ex. Blender, Lightworks, Shotcut, Openshot, iMovie (mac)).
  - (7) **Slide Presentation Software.** (Examples: PowerPoint or Google Slides).
  - (8) **“Talking Head” vs. “Screen casting” style video creation.** Incorporate one or both styles at your discretion.

- b) **Course format requirements.** Designer agrees to follow these requirements:
- i) **Total Course time:** At least 30 min of video lectures. Maximum course time: 120 hours.
  - ii) **Total number of Units:** at least 5.
  - iii) **Video lectures** (Talking Head/Screencast or combination): at least 1 video lecture per Unit.
  - iv) **Practice Activities:** At least 1 per Unit with at least 5 questions each.
  - v) **Learning Resource** (File upload, link, video, image): At least 1 per Unit.
  - vi) **Quizzes:** At least 1 ten-question Quiz per Unit with auto-graded answers entered.
- c) **Submitted Content.** Designer Instructor agrees to uphold American Tutors' vision of an unbiased and academically sound education for all. Designer Instructor further agrees that you are responsible for all content you submit "Submitted Content." You represent that you own or have rights to authorize American Tutors to use your Submitted Content, and that your Submitted Content will not violate any third party's intellectual property rights. You are qualified to teach the content you submit. You will provide a quality of service appropriate in your field.

**Designer Instructor will not submit any inappropriate content, including without limitation content that:**

- i) is illegal or promotes illegal activities, offensive, obscene, pornographic, defamatory, sexual, libelous, racist; or content promoting "critical race theory," socialism, communism, or any political theory incompatible with American Democracy as set out in the United States Constitution).
- ii) surveys any minor Student (or Students) on their political opinions, as prohibited in United States federal law, Pupil Protection Rights Amendment Act (PPRA) <https://studentprivacy.ed.gov/faq/what-protection-pupil-rights-amendment-ppra>. Designer Instructor agrees to abide by all content in PPRA to protect student privacy.

**Designer Instructor agrees to:**

- iii) abide by the laws of the United States of America and uphold the United States Constitution. American Tutors reserves the right to inspect, monitor, and record all course content provided by Designer Instructor to the American Tutors Site. Designer Instructor represents and agrees that by executing this Agreement, Designer Instructor is not a Live Session Teacher for American Tutors, since Live Session Teacher contracts are prepared separately from Designer Instructor contracts.
- iv) For each course (unless otherwise approved), to submit an American Tutors' [Course Proposal Form](#) with sample video.
- v) Provide American Tutors with a W9 form if approved to be a Designer/Instructor.
- vi) Reply to student emails within 36 hours. Any student emails sent from students enrolled in your courses will be forwarded to your email you use to access American Tutors' learning management system.

- vii) Create automated Quizzes that do not require manual grading. If you choose to create any Quizzes or Quiz questions requiring manual grading, you agree to grade that submitted student work within 24 hours.
  - viii) Promote and market their course(s). American Tutors will market and promote all courses worldwide, however each Designer Instructor is also expected to promote their own course(s) to the public.
2. **Services.** The Website is an online marketplace offering online courses, live teaching sessions, and tutoring services. Designer Instructors may submit content for use on American Tutors website courses area. If approved, Designer Instructor will be provided with access to American Tutors' learning management system so they may create their course for final approval by American Tutors prior to us publishing the course. American Tutors markets and sells courses on its site. American Tutors offers revenue sharing to the Designer Instructor for approved course submissions that are purchased by Students. Live Session Teachers do not earn revenue sharing and are contracted separately from this Designer Instructor contract.
  3. **License to American Tutors.** You grant American Tutors the rights detailed in the Terms of Use to display, market, offer, and exploit your Submitted Content. This includes modifying Submitted Content. You authorize American Tutors to grant these same rights to your Submitted Content to third parties for marketing purposes. You may remove all or any portion of your Submitted Content from the Site at any time, however students enrolled in the course(s) will retain access to that course until their course completion. American Tutors right to use Submitted Content for marketing purposes shall survive termination. We may record and use all or any part of your Submitted Content for quality control and for operating our Website. You grant American Tutors permission to use your image, likeness, and voice in connection with promoting or selling our Services and Website content. You waive any rights of privacy on your Submitted Content.
  4. **Terms of Use.** Designer Instructor represents and agrees that Designer Instructor has read - and agrees to abide by - the **Terms of Use** for all Users and Designer Instructors of the Website. These Terms of Use are attached to this Agreement and incorporated by reference hereto.
  5. **Courses Pricing, Credits, and Refunds.** Designer Instructor represents and agrees to select a desired price at which his or her course will be listed for sale on our Website. American Tutors reserves the right to modify the course price as deemed necessary. Students who purchased a course who are not happy with the course, may request a refund or credit within thirty (30) days of enrollment. Requesting a refund or credit does not guarantee a refund or credit and American Tutors retains the right to make refunds or credits decisions for course purchases based on the individual situation. In the event a Student requests and receives a refund or credit for a particular Designer Instructor course, the revenue share to the Designer Instructor for the refunded or credited Student would be reversed.
  6. **Payments to Designer Instructor.** Designer Instructor agrees to abide by American Tutors' Payment Policies outlined below:

a. **Revenue Sharing.** American Tutors pays Designer Instructors 40% revenue sharing from each approved course Designer Instructor has uploaded onto our Website, provided that the Designer Instructor course is purchased by a Student. If the course does not sell, then no revenue sharing will be paid to Designer Instructor.

- i) The 40% revenue sharing payment is made to Designer Instructor twice per month via Designer Instructor's PayPal account.
- ii) Designer Instructor may monitor their course revenue in American Tutors' learning management system.
- iii) Designer Instructor must provide a completed W9 form to American Tutors prior to receiving their first revenue sharing payment. The [W9](#) should be uploaded [here](#), or emailed to [amarshall@americantutors.org](mailto:amarshall@americantutors.org).
- iv) Designer Instructor must setup a PayPal account to receive payment from American Tutors.

b. **Taxes.** Designer Instructor is responsible for all federal, state, and/or local taxes due as a result of the services provided hereunder by Designer Instructor. American Tutors shall not withhold (or allocate in any other manner) any amount of Designer Instructor's taxes toward any federal, state, or local income tax, or toward any payroll tax of any kind.

7. **Supplies.** Designer Instructor represents and agrees that American Tutors will not provide any supplies, materials or equipment required by Designer Instructor to complete any course uploads, however American Tutors will provide the learning management system where the courses are housed, along with access to support pages within its learning management system that are helpful to the Designer Instructor during the course creation process.
8. **Indemnity and hold harmless clause.** Designer Instructor agrees to indemnify and hold harmless American Tutors, its subsidiaries, affiliates, other independent contractors and their respective directors, officers, employees and agents, from and against any and all claims, losses, expenses, costs, liabilities and damages (including any legal fee and expenses), any and all injuries, whether direct, consequential or incidental in nature, which result from, are connected with or arise out of the performance by Designer Instructor of work performed pursuant to this Agreement, including any act by Designer Instructor inconsistent with Designer Instructor's obligations and duties under this Agreement.
9. **Copyright Assignment.** American Tutors does not claim ownership of content that Designer Instructor provides on the Site including, but not limited to, video lectures, practice activities, lessons, worksheets, tutorials, files, testimonials, reviews, video submissions, and blog entries ("Site Content"). Unless otherwise stated herein, any Site Content that Designer Instructor provides in connection with the Site that is posted in publicly accessible areas of the Site shall be deemed to be provided on a non-confidential basis. The content submitted or made available for inclusion on the publicly accessible areas of American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s Sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This

license shall be available so long as you are a contracted Designer Instructor with American Tutors and shall terminate at such time when you are no longer a contracted Designer Instructor with us. Publicly accessible areas of the Site include any area where Designer Instructors courses are posted to the public.

10. Designer Instructor represents and agrees that American Tutors may terminate this Agreement – and terminate Designer Instructor’s right to use American Tutors’ Website and platform – by providing an email notification of deactivation, which shall be deemed effective upon receipt and transmission of the written email notice.
11. **Amendment.** This Agreement may only be amended or modified by a writing which makes express reference to this Agreement as the subject of such amendment, and which is signed by Designer Instructor and a duly authorized officer of American Tutors. The parties agree that any amendment or modification hereunder may be transacted by electronic means within the meaning of the North Carolina Uniform Electronic Transactions Act. (2000-152, s. 1.) (“NCUETA”) amendments or modifications otherwise comply with the requirements in this paragraph.
12. **Severability.** If any term, provision, covenant or condition of this Agreement or part thereof, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and all such terms, provisions, covenants, or conditions shall remain in full force and effect, and any such invalid, unenforceable or void term, provision, covenant or condition shall be deemed, without further action on the part of the parties hereto, modified, amended and limited to the extent necessary to render the same and the remainder of this Agreement valid, enforceable and lawful.
13. **Incorporation of terms of use.** The American Tutors’ Terms of Use hereby incorporated into this Agreement.
14. **Governing law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, without regard to conflict of law rules.
15. **Arbitration.** Any dispute between the parties related to this Agreement shall be resolved by binding arbitration in accordance with the Arbitration provision in the American Tutors’ Terms of Use.
16. **Entire agreement.** This Agreement contains the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes, cancels and annuls any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between American Tutors and Designer Instructor, which agreement(s) hereby are terminated and shall be of no further force or effect.

# **American Tutors and Homeschool Partners - Terms of Use**

## **Updated: 6/1/2022**

**This Terms of Use is shown separately on our Site. Non-Tutor, non-Designer Instructor, and non-Live Session Teacher Users must agree to these terms by clicking a checkbox on our Site. Tutors, Designer Instructors, and Live Session Teachers agree to these Terms of Use, to the extent that they apply to each by execution of the Agreement.**

By visiting our Site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. In the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control. You consent to receive electronic communications from American Tutors and its DBA aliases Carolina Teachers Alliance Inc. and American Teachers Alliance.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms. If you do not agree to all the Terms of this Agreement, then you may not access the Site or use any Service. If these Terms are considered an offer, acceptance is expressly limited to these Terms. Any new features or tools which are added to the current store shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

### **SECTION 1 - GENERAL TERMS**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this Site. You may not use our products or Site for any illegal or unauthorized purpose nor may you, in the use of our products or Site, violate any laws in your jurisdiction (including but not limited to motor vehicle laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your account and right to use our Service. We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend or terminate your access to all or any part of our Site.
2. Change, suspend or discontinue all or any part of our products or Site.
3. Refuse, move, or remove any content that is available on all or any part of our Site.
4. Deactivate or delete your accounts.
5. Establish general practices and limits concerning use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions. You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. American Tutors content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of American Tutors and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of American Tutors or our licensors except as expressly authorized by these Terms.

## **SECTION 2 - SERVICES**

**2.1 SERVICES SCOPE.** American Tutors is a third-party online marketplace Website platform that connects Tutors and Users (Students) for the purposes of Users scheduling individual online or in-person tutoring sessions with Tutors. American Tutors also sells online courses to Students under the “Courses” tab. On our American Tutors Site, Users may search for a Tutor by subject and other parameters. Users may schedule tutoring sessions with Tutors via our site, only after User has created an account. Our Tutors are independent contractors and set their own hourly rates. Users schedule tutoring sessions with American Tutors through our Site and pay for their sessions after the session. Upon scheduling a tutoring session, a small \$1 charge will be made to User’s credit card for validation before the User’s tutoring session is confirmed. American Tutors does not specify which online tutoring platform a Tutor uses, but it recommends Google Meet. American Tutors pays its tutoring contractors post-session within one week of Tutor session summary being sent to Student, after deducting a 15% platform fee to the Tutor. Only Tutors authorized by American Tutors provide tutoring services on our Site. Tutors are not employees or agents of American Tutors but are independent contractors.

**2.2 ACCOUNT CREATION.** In order to schedule a tutoring session, you must create an account with us. Once you create an account with us, you are registered on the American Tutors Site. Parents and guardians may create an account for minors. The terms "member," "membership," and "account" all refer to this registration as a member on American Tutors' Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to this Agreement; if you do not agree to this Agreement, do not use the Site. When you create an account, you will provide a unique username and email. We will also ask you to

create a password. Because any activities that occur under your username or password are your responsibility it is important for you to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that American Tutors is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

Furthermore, the registering party hereby acknowledges, understands and agrees to a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times. If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. Services, or any portion thereof.

**2.3 ACCOUNT TERMINATION AND DEACTIVATION.** As a member of Americantutors.org, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to [support@americantutors.org](mailto:support@americantutors.org). All outstanding balances must be paid prior to account cancellation.

As a member, you agree that American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to: a) any breach or violation of our Terms or any other incorporated agreement, regulation and/or guideline; b) by way of requests from law enforcement or any other governmental agencies; c) the discontinuance, alteration and/or material modification to our Services, or any part thereof; d) unexpected technical or security issues and/or problems; e) any extended periods of inactivity; f) any engagement by you in any fraudulent or illegal activities; and/or g) the nonpayment of any associated fees that may be owed by you in connection with your Americantutors.org account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services. The termination of your account with Americantutors.org shall include any and/or all of the following: a) the removal of any access to all or part of the Services offered within Americantutors.org; b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and c) the barring of any further use of all or part of our Services.

**2.4 ACCEPTABLE USE. CONDUCT.** As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted,



is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the American Tutors Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by American Tutors. Furthermore, you herein agree not to make use of American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable.
- b) causing harm to minor in any manner whatsoever.
- c) impersonating any individual or entity, including, but not limited to, any American Tutors officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity.
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with.
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party.
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship.
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose.
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment.
- i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions.

j) interfering with or disrupting any American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers.

k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law.

l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance with Section 219 of the Immigration Nationality Act.

m) "stalking" or with the intent to otherwise harass another individual; and/or

n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

o) engaging in academic dishonesty or cheating.

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms, or which would otherwise be considered offensive to other visitors, users and/or members.

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for: a) compliance with any legal process; b) enforcement of the Terms; c) responding to any claim that therein contained content is in violation of the rights of any third party; d) responding to requests for customer service; or e) protecting the rights, property or the personal safety of American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc., its visitors, users and members, including the general public.

American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc. herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc. or any other content providers supplying content services to American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc.. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services.

Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

**2.5 QUALITY CONTROL.** Notice: American Tutors may at any time and without further notice, monitor and record Submitted Content online courses or Tutoring sessions conducted on American Tutors Site platform, including uploaded content, for purposes of quality control purposes or other internal purposes as needed by American Tutors.

**2.6 ASSUMPTION OF RISK.** Users assume all risks when using our Site, including interactions with other Users or Tutors, whether online or offline.

**2.7 BACKGROUND CHECKS.** American Tutors recommends that its Tutors and Live Session Teachers authorize a basic criminal background check on checkr.com. If Tutor selects to have the background check completed, the date of clearing will be shown on their Tutor profile. The background check includes social security number verification, sex offender registry, global watchlist, and a national criminal search. Once American Tutors receives the background report from the background checking agency, American Tutors posts the date the Tutor cleared the background check on the Tutor's public profile. A missing background check date on a Tutor's profile does not mean anything negative in the background. It means that that particular Tutor did not order a background check. American Tutors screens and selects qualified tutors in its onboarding process.

### **SECTION 3 – INTELLECTUAL PROPERTY RIGHTS**

You herein acknowledge, understand and agree that all of the American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. Trademarks, copyright, trade name, service marks, and other American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. Logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc. You herein agree not to display and/or use in any manner the American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. logo or marks without obtaining American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s prior written consent.

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest.

- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon.
- c) A description of the location of the site which you allege has been infringing upon your work.
- d) Your physical address, telephone number, and email address.
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law.
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.  
Attn: Copyright Agent  
920 US 64 HWY W PMB 110  
APEX, North Carolina 27523

Telephone: 9195897225

Email: support@americantutors.org

#### **SECTION 4 - GLOBAL USE; EXPORT/IMPORT COMPLIANCE**

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations ([http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)), as well as the sanctions control program of the United States

(<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report

(<http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations.

b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country.

c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and

d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

## **SECTION 5 - SUBMITTED CONTENT**

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

a) The content submitted or made available for inclusion on the publicly accessible areas of American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s Sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s sites, and shall terminate at such time when you elect to discontinue your membership.

b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s sites and shall terminate at such time when you elect to discontinue your membership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the

incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s Sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

### **CONTRIBUTIONS TO COMPANY WEBSITE**

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. may provide an area for our user and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("**Contributions**") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information.
- b) American Tutors shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions.
- c) American Tutors shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit.
- d) the contributor's Contributions shall automatically become the sole property of American Tutors; and
- e) American Tutors is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

### **SECTION 6 - INDEMNITY**

All users and/or members agree to insure and hold American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc., our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our Site may submit, post, modify, transmit or otherwise make available through our Services, the use of American Tutors Services or your connection with these Services, your violations of the Terms of Use and/or your violation of any such rights of another person.

### **SECTION 7 - COMMERCIAL REUSE OF SERVICES**

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to American Tutors' sites.

## **SECTION 8 - MODIFICATIONS**

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

## **SECTION 9 - LINKS**

Either American Tutors or Homeschool Partners, DBA Carolina Teachers Alliance Inc. or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

## **SECTION 10 - PROPRIETARY RIGHTS**

You do hereby acknowledge and agree that American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.'s Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. Services (e.g., Content or Software), in whole or part.

American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc. hereby grants you a personal, non-transferable and non-exclusive right and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to

access our Services through any means other than through the interface, which is provided by American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. for use in accessing our Services.

## **SECTION 11 - WARRANTY DISCLAIMERS**

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA OF CAROLINA TEACHERS ALLIANCE INC. SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.



d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## **SECTION 12 - LIMITATION OF LIABILITY**

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT AMERICAN TUTORS AND HOMESCHOOL PARTNERS, DBA CAROLINA TEACHERS ALLIANCE INC. AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE.
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES.
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA.
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE.
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

## **SECTION 13 - RELEASE**

In the event you have a dispute, you agree to release American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc.(and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

#### **SECTION 14 - NOTICE**

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

#### **SECTION 15 - ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. And shall govern the use of our Services, superseding any prior version of this Agreement between you and us with respect to American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc. Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc. Services, affiliate Services, third-party content or third-party software.

#### **SECTION 16 – DISPUTE RESOLUTION, ARBITRATION, and GOVERNING LAW**

You agree to resolve any dispute with American Tutors by first contacting us at [support@americantutors.org](mailto:support@americantutors.org) and participating in negotiations with us to resolve any dispute for a period of at least 60 days. In the unlikely event your dispute is not resolved after 60 days, you agree to waive your rights to resolution of disputes in a court of law by judge or jury and agree to resolve any dispute by individual arbitration. Class arbitrations are not permitted. This arbitration provision is governed by the Federal Arbitration Act and survives termination of this agreement with you. In the unlikely event that arbitration would be needed, arbitration would be conducted through the American Arbitration Association (AAA) and you agree to abide by AAA’s consumer arbitration rules and pay AAA’s arbitration fees listed at [adr.org](http://adr.org). The location of arbitration would be in Wake County, North Carolina, unless otherwise agreed upon between American Tutors and User.

This agreement shall be governed in accordance with North Carolina law. The relationship between the parties American Tutors and User shall be governed by the laws of the state of North Carolina without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Agreement, or the relationship between you and American Tutors And Homeschool Partners, DBA Carolina Teachers Alliance Inc., shall be

filed within the courts having jurisdiction within the County of Wake, North Carolina or the U.S. District Court located in said state. You and American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. agree to submit to the jurisdiction of the courts as previously mentioned and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

## **SECTION 17 - WAIVER AND SEVERABILITY OF TERMS**

At any time, should American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. fail to exercise or enforce any right or provision of the Agreement, such failure shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

## **SECTION 18 - NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY**

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated, and all contents therein permanently deleted.

## **SECTION 19 - STATUTE OF LIMITATIONS**

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services, or the Agreement must be filed within 3 year(s) after said claim or cause of action arose or shall be forever barred.

## **SECTION 20 - VIOLATIONS**

Please report any and all violations of this Agreement to American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc. as follows:

Mailing Address:

American Tutors and Homeschool Partners, DBA Carolina Teachers Alliance Inc.  
920 US 64 HWY W PMB 110  
APEX, North Carolina 27523

Telephone: 9195897225

Email: [support@americantutors.org](mailto:support@americantutors.org)

## **SECTION 21 - GOVERNMENT REQUESTS**

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and

disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history. Our right to disclose any such information is governed by the terms of our Privacy Policy.

## **SECTION 22 - FOREIGN ACCESS OF SITE**

The Site is controlled, operated and administered by American Tutors from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use American Tutors' content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **SECTION 23 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site or on any related Site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Site or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site has been modified or updated.