

Terms of use

These Terms of Use ("Terms") govern your use of the **Test Prep & Tutoring Professionals** (www.testprepprofessionals.com) website and services ("Site") provided by Tutocracy, LLC. ("Tutocracy"). Please read these Terms before using or continuing to use the Site. Do not agree to the Terms unless you both fully understand and accept each one. By using or continuing to use the Site, you represent and warrant that you understand, agree to, and accept all terms and conditions contained in this document.

1. General terms

Tutocracy provides this Site to users seeking tutoring business resources ("Tutors") and to users seeking to provide business services ("Providers"), and to any other entity on whose behalf users accept these Terms (collectively "you"). These Terms are entered into by and between Tutocracy and you, and you accept them by: (a) enrolling in a membership on the Site (b) using the Site in any other manner; and/or (c) acknowledging agreement with these Terms. If you do not agree to these Terms, do not use the Site.

To the extent that anything in or associated with the Site is in conflict or inconsistent with these Terms, the Terms shall control. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

2. Services

The Site offers a marketplace for persons (users, members) seeking to engage in a community of like-minded individuals involved in the Test Prep, Tutoring, or Educational Services industries.

Tutocracy controls and operates the testprepprofessionals.com site and makes no representation that this website is appropriate or available for use in all locations. Tutocracy services may not be available in your location, and available services may vary among locations. In addition, Tutocracy will attempt to deliver all correspondence sent via the Site's messaging system. Tutocracy does not, however, guarantee delivery of all messages.

3. Your obligations and conduct

In consideration of your use of the Site, you agree: (a) that you are of legal age and have capacity to agree to these Terms; (b) to provide accurate, current, and complete information about you as may be prompted by a registration form on the website ("Registration Data"); (c) to maintain the security of your password and identification; (d) to maintain and promptly update the Registration Data and any information you provide to Tutocracy through

testpreprofessionals.com to keep it accurate, current and complete; and (e) to accept all risks of unauthorized access to information and Registration Data.

You are entirely responsible for all Content that you upload, post, or otherwise transmit through your use of the Site ("Content"). You agree not to upload, post or otherwise transmit Content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to Tutocracy or other users of the website; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Tutocracy reserves the right to edit or remove Content that violates these Terms, that contains third-party commercial advertisements, or for any other reason it deems necessary.

You agree to use the Site in a manner that is lawful, relevant and proper to the applicable forum. Any use of the Site that Tutocracy, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of a user with or without notice.

- Defame, abuse, harass, harm, stalk, threaten or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, hateful, distasteful, obscene or unlawful topic, name, information, materials or content;
- Use the Site for any purpose that is in violation of local, state, national, or international law, including without limitation wage/hour and working condition laws and regulations;
- Upload files that contain software or other material that violates the rights of any third party, including without limitation intellectual property rights or rights of privacy or publicity;
- Upload files that contain viruses, Trojan horses, worms, time bombs, spiders, cancel bots, corrupted files, or any other similar software, malware or materials that may damage, interfere with, disrupt, impair, disable or otherwise overburden the operation of any device, computer system or network;
- Take any action that would undermine any aspect of the Site;
- Attempt to gain unauthorized access to the Site, other User accounts, or other device, computer system or networks connected to the Site;
- Advertise or offer to sell any goods or services for any commercial purpose on the Site that are not appropriate or relevant to the Site;
- Impersonate another person or allow any other person or entity to use your user name, password or membership;
- Post the same content repeatedly or spam - spamming is strictly prohibited;
- Download any file posted by another user that you know, or reasonably should know, cannot be legally distributed through the Site;
- Access, download, or copy any information, content and/or materials from the Site through artificial means (including without limitation spiders, scrapers, hacking devices, computer programs, bots or other such means);
- Reproduce, duplicate, copy, sell, re-sell or exploit any information, materials or content on the Site; or
- Restrict or inhibit any other user from using and enjoying the Site.

By using the Site, you represent and warrant that you currently meet and will continue to meet the following eligibility conditions ("Eligibility Conditions") for as long as you use the Site: (a) you have and will at all times comply

with all laws and regulations; (b) you have the right, authority and capacity to enter into these Terms of Use and to abide by all of terms and conditions in these Terms of Use; (c) neither you, nor anyone in your home: (i) has been the subject of a complaint, restraining order or any other legal action involving violence, abuse, neglect, fraud, larceny, or any offense that involves endangering the safety of others; (ii) has been convicted of a crime of any nature, including any felony or misdemeanor of any kind, including without limitation any sexual, child abuse or domestic violence offenses; and/or (iii) has been and/or is currently required to register as a sex offender in any jurisdiction or with any government entity; and (d) neither you, nor anyone in your home, is currently out on bail or on your own recognizance pending trial, relating to any felony or misdemeanor charges of any kind, including without limitation sexual, child abuse or domestic violence offenses.

By using the Site, you understand and agree that Tutocracy may rely on the above Eligibility Conditions representations and warranties as true. You understand and agree that Tutocracy may revise the Eligibility Conditions from time to time and require new conditions and certifications and that User will abide by such revised Eligibility Conditions or discontinue using the Site.

You hereby authorize Tutocracy to verify the above representations and warranties by you and you acknowledge and agree that Tutocracy shall have the right, but not the obligation, to verify such representations and warranties. You agree and understand that such verification may include, without limitation, conducting criminal background checks, sex offender registry checks, motor vehicle records checks, identification verifications, credit checks and/or use of available public records. You consent to any collection, use or disclosure in order to accomplish such verification. You further agree that Tutocracy may take such action as it, in its sole discretion, deems appropriate, including without limitation suspending and/or terminating your use of the Site, should it determine that you have violated any representation or warranty.

The preceding paragraph notwithstanding, you understand and agree Tutocracy does not conduct background checks of any user. You also understand and agree Tutocracy neither confirms nor denies the validity of information provided by users and that Tutocracy does not verify that any or all of the Eligibility Conditions are met by users. You understand and agree to make your own decisions and assessments about persons to engage and that **IT IS YOUR SOLE RESPONSIBILITY TO CONDUCT ANY AND ALL BACKGROUND AND REFERENCE CHECKS REGARDING OTHER USERS.**

Tutocracy expressly disclaims, and you expressly release Tutocracy from, any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from and/or in any way related to: (a) any inaccuracy, untimeliness or incompleteness regarding a user's Eligibility Conditions and/or (b) misstatements or misrepresentations made by any user.

Tutocracy reserves all of its rights under the Communications Decency Act, including without limitation its right to remove anything objectionable to Tutocracy in its sole discretion. Alleged improprieties by any User may be reported to Tutocracy by email at info@tutocracy.com.

3. Third party reports

Should one apply for an open position through the site's Job's Page, Tutocracy may utilize third party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications ("consumer reports"). Tutocracy does not endorse or make any representations or warranties regarding the reliability of such consumer reports or the accuracy, timeliness or completeness of any information in the consumer reports. Tutocracy does not independently verify information in the consumer reports.

You hereby consent to Tutocracy collecting, using, and disclosing the information in the consumer reports. You understand and agree that Tutocracy may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a user or to investigate a complaint about a user, but that Tutocracy shall not be responsible or liable in any way in the event that any information in the consumer reports about any person, including without limitation any user, is not accurate, timely or complete. Users who are the subject of consumer reports may contact the service provider to dispute the accuracy, timeliness or completeness of such information. Tutocracy reserves the right to suspend and/or terminate User based on information in the consumer reports or for any other reason in Tutocracy's sole discretion.

4. Confidentiality of Tutocracy information

Access to certain confidential information of Tutocracy and testprepprofessionals.com and its affiliates, including without limitation technical, contractual, product, program, pricing, marketing and other valuable information is proprietary and should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence. Title to Confidential Information remains with Tutocracy and its affiliates.

The Terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from Tutocracy, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Tutocracy adequate to afford Tutocracy the opportunity to object to the disclosure.

5. Content submitted to the site

Tutocracy does not claim ownership of the Content that you place on the website and shall have no obligation of any kind with respect to such Content. Unless otherwise stated herein, any Content that you provide in connection with this website shall be deemed to be provided on a non-confidential basis. Tutocracy shall be free to use or disseminate such Content on an unrestricted basis for any purpose, and you grant Tutocracy an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell and publish such Content (including in digital form). You represent and warrant that you have proper authorization for the worldwide transfer and processing among Tutocracy its affiliates, and third-party providers of any information that you may provide on the Site.

6. Terms of transacting business

Where applicable you understand and agree to abide by Tutocracy's tutor and student payment policies. You agree that you are willing to process all transactions through a third party web based provider. These costs include but are not limited to: Premium Tutor and Organizational Level Tutor services.

7. Third party verification services

Tutocracy may make available one or more third party verification services that enable users of the Site to inquire about information including, but not limited to, another user's identity and criminal history. Use of a third party verification service is voluntary for both the party requesting the verification and the party undergoing the verification. You agree that Tutocracy shall not be held responsible or liable in any way if any information provided by a third party verification service is inaccurate. When a third party verification service is used, you warrant that you will comply with the Fair Credit Reporting Act, 15 USC 1681.

8. Advertisements and promotions

Tutocracy may run advertisements and promotions from third parties on the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Tutocracy found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, must first be approved in writing by Tutocracy and are solely between you and such advertiser. Tutocracy is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Tutocracy advertisers on the Site.

9. Content provided via links

You may find links to other websites or resources on the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site. You acknowledge and agree that Tutocracy is not responsible for the availability of such external sites or resources, and does not endorse

and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Tutocracy will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. Intellectual property rights

Except as expressly authorized by Tutocracy or by Content providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Content of others, in whole or in part, by any means. You must not modify, decompile, or reverse engineer any software Tutocracy or its affiliates discloses to you, and you must not remove or modify any copyright or trademark notice, or other notice of ownership.

" Tutocracy Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans and other designations Tutocracy uses in connection with its products and services. You may not remove or alter any Tutocracy Trademarks, or co-brand your own products or material with Tutocracy Trademarks, without Tutocracy prior written consent. You acknowledge Tutocracy rights in Tutocracy Trademarks and agree that any use of Tutocracy Trademarks by you shall inure to Tutocracy sole benefit. You agree not to incorporate any Tutocracy Trademarks into your trademarks, service marks, company names, internet addresses, domain names, or any other similar designations, for use on or in connection with computer or internet-related products, services or technologies.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication, or otherwise. Permission is granted to display, copy, distribute and download Content owned by Tutocracy on this Site provided that: (a) the copyright notice pertaining to the Content remains, and a permission notice (e.g., "used with permission") is added to such Content; (b) the use of such Content is solely for personal and non-commercial use; (c) such Content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such Content. This permission terminates automatically without notice if you breach any of the terms or conditions in this document. Upon termination, you must immediately destroy any downloaded and/or printed Content.

11. Termination and suspension

Tutocracy reserves the right to suspend and/or terminate any user with or without notice at any time in its sole discretion, for any reason or no reason. You agree that, if you are suspended and/or terminated, you will make no further use of the Site after termination or during suspension.

12. Disclaimer of warranties

Use of the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site is at your sole risk unless otherwise explicitly stated. The Site, including the information, services, and Content, is provided on an "as is", "as available", and "with all faults" basis. Tutocracy disclaims all express or implied conditions, representations, and warranties of any kind, including any implied warranty or condition of merchantability, satisfactory quality, or fitness for a particular purpose. Tutocracy makes no representations, warranties, conditions or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the Site.

Tutocracy makes no warranty or representations that: (a) the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site will be uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the website will be accurate or reliable; (c) the quality of any products, services, Content, information, or other material purchased or obtained from tutors will meet your expectations or requirements; or (d) any errors in the Site will be corrected.

You assume all risk for any damage to your computer system or loss of data that results from obtaining any Content from the Site, including any damages resulting from computer viruses.

13. Limitation of liability

The [testprepprofessionals.com](https://www.testprepprofessionals.com) Site offers a marketplace for those seeking tutoring services to connect with those seeking to provide tutoring services. You understand and agree that Tutocracy has no control over the acts or omissions of any User and that Tutocracy makes no representations or warranties about the quality of the services provided by any User. You understand and agree that Tutocracy is not responsible for the performance or conduct, whether online or offline, of any user of the Site. As such, Tutocracy expressly disclaims any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from and/or in any way related to the Site.

Users of the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site transact between themselves. Tutocracy will not be involved in any user interactions. Tutocracy is not responsible for disputes, claims, loss, injury, or damage of ANY KIND that might arise during and after user interaction.

You understand and agree that Tutocracy has no control over the acts or omissions of any user on or off the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site and that Tutocracy makes no representations or warranties about the quality of the services provided by any user. You understand and agree that Tutocracy is not responsible for the performance or conduct, whether on or off the [testprepprofessionals.com](https://www.testprepprofessionals.com) Site, of any user. As such, Tutocracy expressly disclaims, and each User expressly releases Tutocracy from, any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from and/or in any way related to the Site, including without limitation any acts and/or omissions of users on or off the Site.

To the full extent permitted by law, Tutocracy is not liable for any direct, indirect, punitive, special, incidental, consequential, or exemplary damages (including without limitation loss of business, revenue, profits, goodwill, use,

data, electronically transmitted orders, or other economic advantage) arising out of or in connection with the Site, even if Tutocracy has previously been advised of, or reasonably could have foreseen, the possibility of such damages, however they arise, whether in breach of contract or in tort (including negligence), including without limitation damages due to: (a) the use of or the inability to use the testprepprofessionals.com Site; (b) the cost or procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained, or messages received or transactions entered into, through or from the Site; (c) statements or conduct of any third party on the Site, including without limitation unauthorized access to or alteration of transmission or data, malicious or criminal behavior, or false or fraudulent transactions; or (d) content or information users may download, use, modify, or distribute.

14. Assumption of risk

You agree and understand that you assume all risks when using the testprepprofessionals.com Site, including without limitation any and all of the risks associated with any online or offline interactions with other users. You agree to take all necessary precautions, including without limitation following the recommendations set forth in the Site's Tutor and Student Tips, when interacting with other users.

15. Indemnification

You agree to indemnify, defend, and hold harmless Tutocracy and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from and against any and all claims, demands, causes of action, losses, expenses, damages and/or liabilities, including reasonable attorney's fees and court costs, incurred by Tutocracy in any way related to your (a) acts and/or omissions on or off the site; (b) or your violation of any rights of another; (c) breach of these terms of use; (d) disputes with or between other users; (e) use and/or misuse of the site, including without limitation any information, content and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete or misleading user information, including without limitation with respect to registration, profile or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (j) user information and any acts or omissions with respect to such user information; (k) use of any information in third-party reports; (l) use of third party payment processing services; (m) use of phone support services; and/or (n) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the site. You further agree that you will cooperate as requested by WyzAnt in the defense of such claims. Tutocracy reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and you shall not, in any event, settle any claim or matter on behalf of Tutocracy without the written consent of Tutocracy.

16. Arbitration

Any controversy, claim, suit, injury or damage arising from or in any way related to the testprepprofessionals.com or the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and before a single arbitrator chosen by Tutocracy. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. The arbitration shall be conducted in Boston, MA and judgment of the arbitration award may be entered into any court having jurisdiction thereof. Tutocracy may seek any interim or preliminary relief from a court of competent jurisdiction in Boston, MA necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

17. Injunction

You agree that any material breach of the Terms will result in irreparable harm to Tutocracy for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Tutocracy will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Tutocracy seeks such an injunction.

18. Notices; modification and termination of services; amendment of terms

Tutocracy may provide notice to users via email, regular mail, or posting notices or links to notices on the Site. Tutocracy reserves the right at any time to modify, suspend or terminate the services (or any part thereof), and/or use of or access to them, with or without notice. Tutocracy may also delete, or bar access to or use of, all related information and files. Tutocracy will not be liable to users or any third-party for any modification, suspension, or termination of service, or loss of related information. Tutocracy may amend these Terms at any time by posting the amended terms on this Site.

19. Governing law

This Agreement shall be governed by and construed in accordance with the substantive laws, without regard to choice of law rules, of the State of Massachusetts.

20. Entire agreement

These Terms constitute the entire agreement between you and Tutocracy relating to their subject matter, and cancel and supersede any prior versions of the Terms. You may not assign or otherwise transfer the Terms or any right granted hereunder. You also may be subject to additional terms and conditions that may apply when you use Tutocracy or third-party products or services.