

Terms of Use

Written by David Davies

Monday, 12 May 2014 10:00 - Last Updated Wednesday, 24 September 2014 20:35

TERMS of SERVICE

All references to The Website or website refer to Tutorbug.com

1. Eligibility

By using and/or viewing this site you represent and warrant under penalty of perjury the following:

* That you understand that when you gain access to this site, you will be exposed to visual images, verbal descriptions and audio sounds. You are voluntarily choosing to do so, because you want to view, read and/or hear the various lessons and reports that are available, for your own personal enjoyment, information and/or education. You further represent and warrant that you are familiar with the standards in your community regarding the acceptance of such material and the materials you expect to encounter are within those standards. Any user posting obscene, pornographic or hate oriented material on Tutorbug in a lesson, article or as part of a tutoring session shall have their membership terminated.

* Tutorbug shall not be used to recruit or sponsor people to join any organization, church, mosque or terror group that supports terrorist activities.

* That you represent and warrant that you have not and will not use and/or view the Site(s) in a restricted location - namely a place, country, or location in which doing so would, or could be deemed a violation of any law, regulation, rule, ordinance, edict or custom.

2. Fees/Termination

This Website's usage and/or subscription fees were provided to you upon registration and may change from time to time upon electronic notice to you. The Website reserves the right to terminate your access to the site for any reason or no reason. The Website may terminate your membership upon sending notice to you at the email address you provide in your application for membership or such other email address as you may later provide to us. If The Website terminates your membership because you have breached this Agreement, you will not be entitled to any refund of any unused subscription fees. You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original

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contract seller's third business day following the date of this contract.

3. Proprietary Rights of Content on This Website

The Website owns and retains other proprietary rights on this site. The Site contains the copyrighted material, trademarks, and other proprietary information of The Website and its licensors. Except for that information that is in the public domain or for which you have been given permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

Lessons authored by registered members of Tutorbug become the property of Tutorbug however, the author of approved lessons may receive commission payments for said lessons based on sales.

4. Content Posted on This Website

* The Website claims immunity from liability to the fullest extent under the law and as provided under the Communications Decency Act for Content provided by third parties and members and nothing in this Agreement is intended to waive, remove, or usurp such immunity. You understand and agree that The Website may delete any content, messages, photos or profiles that in the sole judgment of The Website violates the Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of This Website, its employees, independent contractors, tutors, students and/or its members.

* You are solely responsible for the content that you publish or display on The Website or transmit to other The Website members.

* By posting content to any public area of This Website, you automatically grant, and represent and warrant that you have the right to grant, to The Website and its members, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display, and distribute such information, rights of publicity and content and to prepare derivative works of, or incorporate into other works and other media, such information and Content, and to grant and authorize sublicenses of the foregoing.

* The following is a partial list of the kind of Content that is illegal or prohibited on the site. It includes content that: is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or invades their privacy; involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"; promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; contains restricted or password only

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access pages, or hidden pages or images (those not linked to or from another accessible page); displays pornographic or sexually explicit material of any kind; provides material that exploits people under the age of 18 in a sexual or violent manner or solicits personal information from anyone under 18; provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

* You must use our service in a manner consistent with any and all applicable laws and regulations.

* You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission.

* You may not engage in advertising to, or solicitation of, other members to buy or sell any products or services through the service with the exception of tutoring services.

5. Copyright Policy

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights or otherwise have a valid basis under the law, including "fair use".

6. Member Disputes

We do not control the information provided by other users that are made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and safety when using our site. We have provided a rating system so that members may see how other members feel about the quality of tutors' services. Please use no offensive or derogatory language when rating tutors. In cases where the tutor has not provided quality tutoring arbitration can reverse tutoring fees.

7. Privacy

Use of this site and/or its service is governed by our Privacy Policy which may change from time to time upon electronic notice to you. We recommend that students NOT reveal any personal contact information and conduct all communication from within the Tutorbug platform.

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8. Disclaimers

This Website, including its shareholders, officers, directors, agents employees, subsidiaries and affiliated company, is not responsible for any incorrect or inaccurate Content posted on the site or in connection with the our service, whether caused by users, members or by any of the equipment or programming associated with or utilized in the service, nor for the conduct of any user and/or member of our service whether online or offline. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user and/or member communications.

9. Limitation on Liability

Except in jurisdictions where such provisions are restricted (and in that event liability is disclaimed to the fullest extent permitted by law), in no event will The Website be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the site or our service.

10. U.S. Export Controls

Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods.

11. Arbitration of Disputes

Any and all disputes arising out of these Terms of Use and/or your relationship with The Website shall be submitted to the binding arbitration according to the rules of the American Arbitration Association. The parties to the arbitration shall evenly divide any and all costs of the arbitration. Neither party shall be entitled to attorney fees. The arbitration shall take place exclusively in Portland, Maine and shall be governed by Maine law without regard to its conflict of law provisions.

12. Indemnity

You agree to defend and indemnify and hold The Website harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or

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arising out of your use of the service in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above.

13. Contact Information

Feel free to contact us for any question that is not covered in the FAQ sections of the website (tutorbug.com).

14. Notices/Other

Except as explicitly stated otherwise, any notices shall be given by postal mail to:
Tutorbug.com

C/O D Davies

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