



HUMANITY FIRST USA

The Education Project

Terms & Conditions

1. Introduction

Parents, guardians, students, and tutors (collectively, “Users” or “you”), thank you for your interest in Humanity First USA’s (collectively with its affiliates, assigns, successors, officers, directors and agents, including HF-TEP (as hereinafter defined), “HF”, “we” or “us”) The Education Project (HF-TEP). HF-TEP serves to connect parents and guardians of students (“students”) seeking tutoring services with volunteer tutors (“tutors”). Please read the following terms and conditions carefully to understand the rules and expectations regarding your use of this website and any related services (the “Services”). If you have any questions or feedback about the Services or these terms and conditions (the “Terms”), please feel free to contact us at info@theeducationproject.net.

The Terms govern your use of the HF-TEP website (the “Site”), available at www.theeducationproject.net or any other website URL as may be shared by HF from time to time, and serve as a binding contract between you and HF. The Terms serve to define the expectation of the Services and obligations relevant to Users who view, access, and utilize the Site and Services. Your access to and use of the Services are contingent upon acceptance and compliance with these Terms. Do not agree to the Terms unless you fully understand, acknowledge and agree to each provision. By using the Site and Services, you represent and warrant that you fully understand, acknowledge and agree to the Terms.

Should there be anything in or associated with the Site or Services that is in conflict or inconsistent with these Terms, the Terms shall control. 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 only such provision as held to be invalid will be replaced with a new provision that accomplishes the original business purpose, and all other conditions of these Terms shall remain in full standing and force.

2. Modification

HF-TEP reserves the full right to modify, suspend, or terminate the entirety of these Terms at its sole discretion at any time without prior notice to Users. If any modifications are made, we may provide notice of such changes after the fact via email and on the Site. It is your responsibility to read any such notices. We are not liable to Users or any third-party for any modification to Terms or Services or any Users lack of awareness thereof. By continuing to access this Site or Services, you agree to accept and comply with the most current Terms.

3. Eligibility

In order to be eligible to register a student under 18 years of age, you must be to such student the legal parent or guardian having at least 18 years of age and have the legal capacity and authority to agree to these Terms on your own and the student’s behalf.

Regarding tutor registration, Users agree to abide by these Terms, the “Privacy Policy”, and the “Tutor Guidelines”. For more details about tutor eligibility, please see the “Tutor Guidelines”.

By completing our registration forms, you agree to provide information that is accurate, current, and complete. We reserve the right to verify your information is accurate and verify consent to protect our Users, including background checks or any similar such process. Any personal information provided that is incorrect or misrepresented will be taken seriously with consequence to protect our Users. Should any of the information you provided change or need to be updated, please contact us at info@theeducationproject.net and/or resubmit the registration forms. By using this Site, you agree to accept all risks related to unauthorized access to registration information and data.

No one under the age of 13 is permitted to use this Site.

4. Expectation of Services

HF-TEP serves to connect parents or guardians of students seeking tutoring services with tutors for no personal benefit, financial interest, or other gains. Tutors are obligated to strictly adhere to the “Tutor Guidelines”, which include expectations related but not limited to professionalism, honesty, integrity, confidentiality, privacy, and safety. HF-TEP facilitates the communication between prospective tutors and parents or guardians, but does not bear responsibility for the actions, communications, or behaviors of these Users. Tutors are treated as independent contractors and do not represent, nor are employed by HF. Users who are parents or guardians of students assume all risks related to engaging in communications and interactions with Users who are tutors. Tutors must include parents or guardians in all communications with students.

Tutors are expected to arrange a virtual meeting with parents and guardians of students to gain specific consent through completion and electronic signature of the “Parent Tutor Consent Form” to provide the Services for the student prior to engaging in any tutoring. It is the responsibility and choice of the parent or guardian to provide this consent. Once consent has been obtained, the **parent or guardian assumes responsibility to oversee and supervise each tutoring session in its entirety for their child**. We do not monitor or control interactions of any sessions between tutors and parents, guardians, or students, and parents or guardians assume all risks related to the Services. Students under the age of 18 and tutors may not interact or communicate one on one without the supervision of a parent or guardian. Parents should be involved and aware in the initiation, conduction, and outcome of all activities related to the Services.

Tutors assume all risks related to interactions in connection with the Services. For more details about this, please see the “HF Volunteer Waiver” to which all tutors must agree to abide. Tutors, parents, guardians, and students are all responsible for timeliness, communicating schedule changes, and termination of the Services as appropriate. HF-TEP does not guarantee placement to students and tutors, and the Services may be subject to availability. We do not warrant any level of academic success for students who utilize the Services. We reserve the right to suspend or terminate the Services at any time.

5. Obligations and conduct

Users are responsible for using this Site and Services in a manner that is lawful, appropriate, and in agreement with these Terms. Any use of this Site or Services by Users that is found by HF to be inappropriate, illegal, or offensive will result in investigation and these Users may be subject to

suspension or termination at our sole discretion without prior notice. You and all users must specifically agree to not engage in the following activities while using this Site or partaking in the Services:

- Create, post, send, receive, upload, store, or engage in content or activity that is harmful, obscene, pornographic, profane, defamatory, violent, inaccurate, hateful, unlawful, offensive, racist, violent, harassing, or in any way otherwise inconsistent with the Terms;
- Engage in any act that is in violation of local, state, national, or international laws or regulations;
- Defame, abuse, harass in any form, harm, stalk, threaten, or otherwise violate any legal rights of others;
- Exploiting, threaten, stalk, extract personal information, harm, or attempt to harm minors in any form whatsoever including without limitation exposure to inappropriate material;
- Register or access services for fraudulent purposes, misuse, financial benefit, or misappropriation;
- Transmit any solicitation including but not limited to junk mail or spam or post content repeatedly;
- Advertise any commercial interest, products, goods, or services;
- Upload any data or submissions that contain viruses, Trojan horses, corrupted files, malware, or any content that may damage, disrupt, or disable any network, server, device, or this Site;
- Utilize any spider, robot, or automatic means to access this Site or submit forms;
- Attempt to gain unauthorized access, modify, or undermine this Site in any form or access our data or server;
- Access, download, or copy information from this Site through hacking devices, computer programs, URL rewriting, or any such means;
- Impersonate or attempt to impersonate any person or User, HF or other parties or to allow another entity to impersonate you on our Site; and
- Attempt to impair any user from using the Site or services or interfere with the proper conduct of the Terms, Site, or Services.

Users also agree to the eligibility conditions aforementioned and attest to the following:

- You understand and have the legal capacity to abide by the Terms;
- You, nor anyone in your home, has been the subject of a complaint, legal action, or restraining order involving fraud, violence, neglect, abuse, larceny, or any offense endangering the safety of others; and
- You, nor anyone in your home, has been convicted for a crime, is pending trial, or is on supervised release for any charge of any nature, including but not limited to any felony, misdemeanor, domestic violence, sexual abuse, or child endangerment.

We reserve the right to update or modify the conditions mentioned above. We also reserve the right to verify the above representations in order to ensure safety and protection for all Users. Verification may include but is not limited to conducting interviews, background checks, educational or professional verification, reference checks, sex offender registry checks, and/or use of available public records. By accepting these Terms, you consent to any collection or disclosure in order for HF to accomplish this verification. If you do not adhere to these obligations, you will be suspended and/or terminated from using this Site or Services.

HF neither confirms nor denies the validity of information regarding Users, and we are not responsible for verifying that any or all eligibility information is accurate. We ultimately do not take responsibility for the information or actions of any User and participation is at your own risk. Users are responsible for making their own assessments and decisions and it is the responsibility and choice of the Users who are parents to order and perform background checks and verification regarding any tutors as such parents may deem necessary.

HF expressly disclaims, and you expressly release HF from, any liability whatsoever for any controversies, claims, injuries, and damages arising from or related to misrepresentations, inaccuracies, or incompleteness regarding Users' eligibility information. Tutors operate as independent contractors and their volunteer service of tutoring is dependent upon mutual agreement of expectations between them and a parent or guardian. We encourage parents or guardians to take the precautions they deem necessary in supervising the tutoring process.

6. Termination and Suspension

HF reserves the right in its sole discretion to suspend or terminate any User's use of this Site or Services without warning for any violation of these Terms, failure to obtain parental or guardian consent for tutoring, or acting out of good faith to protect the rights, safety, and security of any person. You agree, if suspended or terminated, to not access this Site or Services during any such suspension or following any such termination. If terminated or suspended, these actions will be in accordance with the Children's Online Privacy Protection Rule (COPPA) and do not limit any rights guaranteed under COPPA.

7. Privacy Policy

Please refer to our Privacy Policy which discusses how HF collects, uses, and discloses information about you. Certain protections are granted regarding the collection of personal information of individuals under the age of 13 through COPPA.

8. Intellectual property rights

The content and information related to this Site and, HF is proprietary to HF and is protected by United States and international copyright, trademark, patent, and other intellectual property and proprietary rights laws. Users may not modify, distribute, or reproduce our content that you do not have permission to use, and any use or reproduction of copyrighted material requires obtaining consent of the copyright owner. Users may not copy, license, or exploit this Site or Services. HF reserves the right to remove any content which infringes on the copyright rights of HF or the copyright rights of others and to terminate any such Users that violate these copyright protections. If you believe in good faith that we have violated any copyright material, please send us a notice with identification of the copyrighted work and material claimed to be infringing on this copyright, in accordance with the Digital Millennium Copyright Act.

9. Third Party Materials

HF may provide access or use of third party websites, information, and other services. We do not claim ownership of such materials and use of third party services is at your own risk. We cannot control or be held responsible for any third party materials or services.

10. Text Message Notifications

HF may provide text message notifications to parents and tutors to confirm registration and general communications. Please note that standard data and messaging rates may apply for any text message notifications. Please contact your mobile phone carrier for details.

11. Disclaimer of Warranty

YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING THIS SITE AND SERVICES AT YOUR OWN RISK. THIS SITE, INCLUDING INFORMATION, SERVICES, AND CONTENT, IS PROVIDED "AS IS".

HF DISCLAIMS ANY AND ALL WARRANTIES, BOTH EXPRESSED AND IMPLIED, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, USEFULNESS, SUITABILITY, ACCURACY, COMPLETENESS, RELIABILITY OF INFORMATION, OR NON-INFRINGEMENT OF THIS SITE AND SERVICES.

HF MAKES NO WARRANTY OR REPRESENTATION THAT THIS SITE AND SERVICES WILL BE RELIABLE, FREE OF MALWARE OR VIRUSES, UNINTERRUPTED, ERROR-FREE, OR SECURE.

HF DOES NOT GUARANTEE THE QUALITY OF SERVICES WILL MEET YOUR EXPECTATIONS, REQUIREMENTS, OR PROVIDE ANY PARTICULAR LEVEL OR KIND OF ACADEMIC SUCCESS.

12. Limitation of Liability

HF SERVES TO CONNECT PARENTS SEEKING TUTORING SERVICES FOR STUDENTS WITH VOLUNTEER TUTORS.

YOU UNDERSTAND AND AGREE THAT HF MAKES NO REPRESENTATIONS OR WARRANTIES OF THE QUALITY OF THESE SERVICES OR THE CONDUCT OF ANY USER.

USERS OF THIS SITE TRANSACT BETWEEN THEMSELVES AND HF DOES NOT REGULATE, MONITOR, NOR INTERFERE IN THESE INTERACTIONS.

HF EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE HF FROM ANY DAMAGES, SUITS, CLAIMS, LOSSES, INJURIES, OR CONTROVERSIES RELATED TO THE USE OF THIS SITE, SERVICES, AND INTERACTIONS WITH USERS.

TO THE FULLEST EXTENT PERMITTED BY LAW, HF IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES ARISING FROM THIS SITE OR SERVICES EVEN IF HF HAS BEEN PREVIOUSLY ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL LIABILITY OF HF EXCEED THE LESSER OF THE AMOUNT PAID BY YOU TO HF FOR THE SERVICES OR USD\$100.

THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU DEPENDING ON LOCAL JURISDICTIONS.

13. Assumption of Risk

Users assume all risks associated with using the Site or Services, including interactions that occur offline between Users. Users are recommended to take all precautions they deem necessary when interacting

with others. Parents and guardians of students below the age of 18 are expected to supervise and oversee tutoring services for their child. Tutors operate as independent contractors and do not represent HF and we are not responsible for the actions or behaviors of any User.

14. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the substantive laws of, and all jurisdiction over any claims shall be in, the State of Maryland.

15. Entire Agreement

These Terms constitute the entire agreement between you and HF regarding your use of the Site, Services, and interactions with HF. These Terms are not transferable. You may be subject to additional terms and conditions related to your use of the Site, Services, or any third-party content.