

# Lesson ALIVE Incorporated

## Terms and Conditions

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Version 1.0

Welcome to Lesson aLIVE.

The following Terms and Conditions ("Terms"), govern your access to and use of the Lesson aLIVE website, including any content, functionality and services offered on or through [www.lessonaLIVE.com](http://www.lessonaLIVE.com) (the "Site"), by Lesson Alive Incorporated.

Please read the Terms and Conditions carefully before you start to use the Site. By using the Site, opening an account or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions and our [Privacy Policy](#). If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Site.

By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Our Customer Support team is available M-F 8:30 a.m. to 5:00 p.m. EST (US & Canada) if you have any questions regarding the Site or Terms and Conditions. Contacting our Customer Support team can be performed utilizing the [Contact us](#) function on the Site.

### Key Terms

**Users** are anyone who accesses the Site. A User account must be established to utilize most Site features. There is no cost to register or maintain a User account.

**Educators** are Users who purchase or express interest in purchasing Services on the Site. Educators could be responsible for educating a classroom, a school, a home-schooled/virtual-schooled student, themselves, etc.

**Experts** are Users who offer and perform Services for Educators.

**Services** are the Expert offerings available to Educators. The Services catalog is used to describe the inventory of Services available to the Educators.

**Expert profile** is where the Expert describes their Service offerings and provides credentials to demonstrate their Expertise.

**Events** are the requested, confirmed or completed services between Educator and Expert.

**My events** provide the roster of services that an Educator has requested from one or more Experts and where Educators and Experts communicate with each other in connection with a requested or agreed upon Service. This also where Users will find their confirmed and completed Events.

**Payment Services Provider(s)** are service providers that provide payment services to Educators and Experts in connection with the Lesson aLIVE platform, including with respect to the collection of funds from Educators in connection with the purchase of Services, and remittance of funds to Experts in connection with completed Services. Lesson ALIVE utilizes the services of [PayPal](#) and [Braintree](#), a [PayPal Service](#) to accept and provide payments.

**Revenue** is the money that Experts earn from completed Events.

**Disputes** are disagreements experienced before, during, or within the allocated period after an Event between an Educator and Expert.

**Verified Expert** is an Expert that has had their Expert credentials (such as education, work history, published works, etc.) confirmed via an independent verification process. The Verified Expert title is good for one year before reverification is required.

## Basics

- Only registered Users can buy services or sell services on the Site. Registration is free.
- To establish an Expert profile, a User account must be established first.
- Services are offered at a base starting price of \$10. The maximum event fee is \$2,500.
- Educators are charged for the event at the time the requested Event is confirmed by the Expert and Experts are paid when the Event is complete (see Purchasing Section below regarding payment terms).
- Experts must fulfill their Events and may not cancel Events on a regular basis or without cause. Cancelling Events could affect an Expert's reputation and status.
- Users may not offer or accept payments using any method other than through the Site. If a requested payment method is not available through the Site, please contact the Customer Support team utilizing the Contact us function on the Site for assistance.
- We care about User privacy. Please read the Privacy Policy. The Privacy Policy is a part of the Terms and Conditions.

- The site uses emojis to simplify communication and generally uses Red font when User action is required. Users will also receive email notification when action is required.
- Users are responsible to comply with all tax requirements applicable to them.
- Lesson aLIVE retains the right to use all publicly published works for Lesson aLIVE marketing and promotional purposes.
- Lesson aLIVE reserves the right to update fees and other terms. Any change to fees or other major changes will be accompanied by notice to affected Users. Revision history is published on the [Terms and Conditions](#) page on the Site.

## Educators

- Educators must create a User account to view detailed Service descriptions and Expert profiles and to communicate with Experts and/or book an Event.
- A User account isn't complete until a payment method is registered with the Payment Services Provider. It is free to establish a User account and your payment method will only be charged if you request an Event and it is Confirmed by the Expert.
- Services are selected and purchased through the Add Event button found on the My events dashboard.

## Experts

- Experts create a User profile to utilize the Site and an Expert profile to offer their Services to Educators. Experts also establish a list of Services to allow Educators to browse and purchase their Services (aka book an Event). They can create one or more than one Service offering.
- A User account isn't complete until a payment method is registered with the Payment Services Provider. It is free to establish a User account and your payment method will only be charged if you cancel an Event after it is confirmed and are subject to a Cancellation Fee. See Event Cancellations for additional details.
- To conduct a virtual Event, Experts must have a camera enabled desktop or laptop so that the Educator and/or learner(s) can see the Expert's face, supporting the type of connection required for an effective virtual lecture.
- Experts may create new programs at the request of Educators. After communicating with an Educator regarding their special request, if the Expert agrees that an existing Service doesn't accommodate the need, the Expert can publish the new Service through the Expert Profile so that the Educator can book that Service as an Event. All Services must be published through the Expert profile to be booked.
- For security concerns, Lesson aLIVE may temporarily or permanently disable an Expert's ability to offer Services to prevent fraudulent or illicit activity. This may come as a result of security

issues, improper behavior reported by Educators, or other activities. Disabling an Expert account will also disable the general User account.

- Experts are responsible for paying any direct or indirect taxes which may apply to them. Experts represent and warrant that they comply, and will always comply, with their obligations under income tax provisions in their jurisdiction. PayPal Inc, our Expert payment processing partner complies with all requirements for 1099-k, B-Notice and FATCA. For more information please review the following: <https://www.paypal.com/uk/smarthelp/article/common-us-irs-tax-questions-1099-k,-b-notice,-and-fatca-faq3405>
- Experts appoint Lesson ALIVE Incorporated to function as a limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Educator, and remitting those payments to Expert. Expert agrees that payment from Educator to Lesson aLIVE shall be considered the same as payment made directly to Expert. Educator's payment obligation to Expert will be satisfied upon receipt of payment by Lesson aLIVE (or its Payment Services Provider, as applicable), and Lesson aLIVE (via its Payment Services Provider, as applicable) is responsible for remitting the funds to the Expert in the manner described in these Terms. If Lesson aLIVE (via Payment Services Provider) does not remit any such amounts to Expert, the Expert will have recourse only against Lesson aLIVE and not the Educator directly.
- Educators are granted all rights for any material delivered to them for their Event.
- Lesson aLIVE retains the right to use all published Expert profiles for Lesson aLIVE marketing and promotion purposes.
- Social media links must be directed to the Expert's personal or business pages only and should not be directed to non-affiliated individuals or businesses.
- An Expert who appears either virtually or in person to conduct an Event must be the same Expert as appears in the Profile photo.
- Statements on the Expert profile that undermine or circumvent these Terms and Conditions are prohibited.

### **Verified Expert**

- Independent verification of expert credentials is intended to provide confidence in the services provided by an expert but it is not a guarantee of the ability to educate.
- The fee to have expert credentials verified in anticipation of becoming a Verified Expert is \$10. Reverification is required annually. This fee is nonrefundable.
- Verification includes a review of educational, employment and publishing history and could utilize both personally provided documentation as well as publicly available documentation.

### **Expert Language Proficiency**

Experts are expected to identify the language(s) for which they can offer services within their profile and/or service description. Detailed below are the language proficiency levels that Experts should utilize noting a proficiency level for each language offered. They are based on the Inter-agency Language Round-table (ILR) scale that is set by the U.S. Foreign Service Institute. Levels 0-2 are not noted because it is expected that an Expert will identify with at least a Level 3 proficiency before offering the language.

3 – Professional Working Proficiency: In the workplace, someone at this language proficiency level can make contributions to meetings, have conversations with clients, and carry out most work functions requested of them. A person at level 3 can speak at a normal speed in the language and has an extensive vocabulary. They likely still have an accent at this level and probably require help understanding subtle and nuanced phrasing.

4 – Full Professional Proficiency: Full professional fluency is desired by most. Someone at this level can have advanced discussions on a wide range of topics about personal life, current events, and technical topics such as business and finance. People at this level may still have a minor accent and may occasionally misspeak or make minor mistakes. Their vocabulary is extensive, and they can carry on conversations with ease.

5 – Native / Bilingual Proficiency: Someone at this language proficiency level was either raised speaking the language as their native tongue or has been speaking it so long that they are completely fluent. They have little or no accent.

### **Expert Payments**

- Each Event successfully completed provides the Expert with a Net Revenue of 80% of the Event amount.
- Experts receive payment through PayPal.
  - If an Expert doesn't have a PayPal account, an email or mobile notification will prompt the Expert to open a PayPal account to claim the money. Payments must be claimed within 30 days.
  - Lesson aLIVE reserves the right to change the Net Revenue calculation with 30 days written notice.
- Revenues are paid within 7 days after the Event is marked as complete by the Educator.
- The Educator is instructed to confirm the Event as complete within 2 business days of the Event. If the Educator doesn't confirm the Event as complete or raise a Dispute, after a reminder, the Event will be automatically confirmed by the Site and payment released to the Expert.
- Under certain conditions Experts are still paid when an Educator cancels a Confirmed Event. See Event Cancellations for additional details.
- Experts do not receive Net Revenue for Events that they cancel, nor do they receive Net Revenue for Events that are Cancelled by Educators more than 10 days prior to the event. If the Event is cancelled by the Educator 10 or fewer days prior to the scheduled Event, the Event Fee is reduced to 50% and the Expert will receive a Net Revenue of 80% of the reduced Event Fee. This is intended to compensate Experts for their loss due to the Educator initiated Cancellation. Refer to Event Cancellations for additional Terms related to payments.

## Services

- Experts create one or more than one Service in My Expert profile via the Add Service button.
- Each Service has a specific fee, duration and objective. Additionally, each service is accompanied by a calendar of availability as dictated by the Expert. After an Educator selects a service, date, and time, the Expert will be notified and can either accept the request for the Event, decline the request or recommend an alternative date, time or fee. Also, either the Educator or Expert can communicate via the embedded chat function with the other party at any time during the booking process. If after communicating with an Educator it is decided that a different service will be provided by the Expert, the Expert can decline the request based on the existing service and create a new Service that can then be scheduled by the Expert.
- Services are offered at a base starting price of \$10. The fee is determined by the Expert. The maximum event fee is \$2,500.
- On special occasion, Events are offered for less than \$10 or no fee. If a Service is created that is less than \$10, a request will be sent to the Site team to review and respond to this special request. Generally, Services offered at less than \$10 per event should be offered pro bono (\$0). If it is a paid event it should be at least \$10.
- If Services include the generation of content, all rights are granted to Educators for use of the content. See User Generated Content.
- If there is any agreement between Experts and Educators to transmit files, users are responsible for scanning all transferred files for viruses and malware. Lesson aLIVE will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.
- Services may be removed by Lesson aLIVE for violations to these Terms and Conditions, which may include (but are not limited to) the following violations and/or materials:
  - Illegal or Fraudulent services
  - Copyright Infringement, Trademark Infringement, and violation of a third party's Terms and Conditions
  - Adult oriented services, pornographic, inappropriate/obscene
  - Intentional copies of Services
  - Spam, nonsense, or violent or deceptive Services
  - Services misleading to Educators or others
  - Reselling of regulated goods
  - Offering to prepare academic works on behalf of Educators
  - Exceedingly low-quality Services
- Services that are removed for violations mentioned above, may result in the suspension of the Expert's account.
- Services that are removed for violations are not eligible to be restored or edited.
- Services may be removed from our Search feature due to poor performance and/or user misconduct.

## Event Management

- Event requests are initiated by an Educator.
- Status of Event requests to Experts, communication between Experts and Educators regarding Events, and Event details are all found within the My events dashboard on the Site.
- Once the Expert has confirmed the Educator request for an Event, the payment fee will be processed, booking the Event. The Event is now considered a “Confirmed Event.” Any cancellation after confirmation is subject to a Cancellation Fee. Refer to Event Cancellations for additional details.
- An Event must be marked as *Complete* by the Educator after the Event is conducted. This step is critical as it triggers the payment to the Expert. Concluding this action, the Event is considered a “Completed Event.”
- Experts are required to meet the description of the services they specified when creating their Services. Failing to do so will allow the Educator to claim a dispute or provide a poor rating which will appear with the Expert profile.

### Scheduling Events

- An Educator can initiate an Event through the Add Event function within My events on the Site.
- After selecting a Service via the Search Function, the Educator initiates the request via the Request Booking button. The Event is now considered a “Requested Event.”
- After an Educator requests an Event, the Expert is notified by email and receives a message notification on the Site while logged into the account. The Expert will review the request and either confirm, deny, or counter with an alternate date, time (or fee if relevant). The Event is a “Requested Event” until the Expert has confirmed the request.

### Event Date and/or Time Changes

- If an Event requires rescheduling after it is Confirmed, the originator of the change request should initiate communication.
- If an Educator identifies that a date and/or time requires updates, the Educator should initiate communication with the Expert using the Communication tab within My events. Once both parties agree on a new date and/or time the Educator will formally process the request for change using My events. By selecting the Event name and the Requested Expert tab, the Educator can process a date or time change request (using the green edit feature). This update will be delivered to the Expert to be confirmed. If the Expert doesn’t formally Confirm the date and/or time change via the Site within the required time period, the Event will not be updated and will be treated as an Educator initiated Cancellation. This auto-cancellation will occur under the following conditions.
  - If the change is requested 41 calendar days or more prior to the start of the Event and the Expert doesn’t confirm via the Site within 30 calendar days.
  - If the change is requested in the period between 40-11 calendar days prior to the start of the Event and the Expert doesn’t confirm via the Site before reaching the 11<sup>th</sup> day prior to the Event.

- If the change is requested 10 or less calendar days prior to the Event start and the expert doesn't confirm via the Site before reaching 24 hours prior to the Event start.
  - Events can't be modified if the Event start is 24 hours or less prior to the Event.
- An Expert can request an Event date or time change by communicating with the Educator via My events, selecting the Event name and using the Communication tab. The Educator will have to initiate the date or time change as stated above and the Expert will need to confirm the update. If the Educator can't support the request for the Event date and/or time change, the Expert will proceed with Cancelling the Event. Please see Event Cancellations for additional terms.
- The request and confirmation of change must be complete before either party starts the Event. Once the Event is started by either party, it cannot be modified.

### **Event Cancellations**

- Event cancellations can occur at any time before an Event is marked as Complete.
- The cancellation function should not be used for Events that can be rescheduled as Event date and/or time changes should follow the procedures noted within Event Management above.
- Cancellation Fees when applicable are paid by the originator of the cancellation. See below for Cancellation Fees.
- Event cancellations can be performed by Educators up until the Event start time using the Site via the My events dashboard and selecting the Cancel Event button on your Current Events dashboard.
- For completed Events, cancellations can also be performed by either Educators or Experts via the My events dashboard by selecting the Event and proceeding to the Complete tab and selecting Event Cancellation to process the Cancellation.
- Event cancellations can also be supported by Customer Support via Contact us.
- Filing a transaction dispute or reversing a payment through your payment provider or your bank without first following the process prescribed herein is a violation to these Terms and Conditions. Doing so may get your account temporarily or permanently disabled. Note: once you have filed a dispute with your payment provider, the funds will be ineligible for a refund due to our obligations towards the payment provider.
- Lesson aLIVE, through its Payment Services Providers, reserves the right to cancel Events or place funds on hold for any suspected fraudulent transactions made on the Site.

### **Cancellation Fees and Refund Processing**

- A Cancellation Fee accompanies most cancellations. Once an Event is confirmed the Educator payment has been processed, so the Site incurs fees that need to be recovered via the Cancellation Fee. Table 1 provides the Cancellation Fee and Refund Processing provisions associated with Event Cancellations.
- The Cancellation Fee is 5% of total event fee with a minimum fee of \$5. The originator of the Cancellation pays the Cancellation Fee.
- If an Event is cancelled by the Educator 10 calendar days or less prior to the Event, the Refund is 50% of the Event Fee. In this condition, the Expert is due compensation for their planned



commitment including any effort or expense they put forward in preparing for the Event. No other compensation will be made for this cancelled event.

- After cancellations are triggered, refunds are provided to Educators and Net Revenue is paid to Experts as dictated in Table 1.

Cancellation Originator	Transaction Type	If the event is Cancelled 11 calendar days or more prior to the event	If the event is Cancelled 10 calendar days or less prior to the event
If the Event is Cancelled by the Educator	Expert Payment:	\$0	Based on a 50% Reduced Event Fee
	Educator Refund:	100% of Event Fee less Cancellation Fee	50% of Event Fee (less Cancellation Fee for Events less than \$100)
If the Event is Cancelled by the Expert	Expert Payment:	\$0 less Cancellation Fee	
	Educator Refund:	100% of Event Fee	

Table 1

- Events are not eligible to be cancelled based on the quality of service delivered by the Expert if the Service was rendered as described in the Service description. Educators may rate their experience with the Expert on the My events, including the overall level of service quality received.
- Any non-permitted usage of Lesson aLIVE encountered during an Event, after being reviewed by our Customer Support team, may result in the Event being cancelled. This includes, but not limited to; harassment, unlawful behavior, or other violations to Lesson aLIVE's Terms and Conditions.

## Event Disputes

- Educators and Experts should attempt to settle conflicts amongst themselves. Using the Communication tab within My events, Educators and Experts can use the chat function to exchange communication.
- If communication attempts fail to settle the conflict, Users can document a Dispute using the My events dashboard.
- If an Educator submits an Event Dispute, payment to the Expert will be withheld until resolution of the Disputed Event is determined or the Educator or Site Administrator confirms the Event as Complete. A Dispute review if required to be conducted by the Site will take up to 30 days.
- If the Educator submits an Event Dispute requesting a Refund and the Expert agrees with the Educator feedback, the Expert will initiate an Event Cancellation signaling acceptance of the Dispute and completing the Event booking. This will be treated like an Event cancelled by the Expert and will follow the refund processing and cancellation fee terms as dictated in Table 1.

- If the Expert submits an Event Dispute and the Educator agrees with the Expert feedback, the Educator will initiate an Event Cancellation signaling acceptance of the Dispute and completing the Event booking. This will be treated as an Event Cancelled by the Educator and will follow the refund processing and cancellation fee terms as dictated in Table 1.
- If at any time during the dispute process the Educator marks the Event as Complete, the payment will be released to the Expert signaling acceptance of the Dispute and completing the Event.
- If for any reason this fails, users can contact the Site's Customer Support department for assistance via the Contact us function at the Site.
- Filing a transaction dispute or reversing a payment through your payment provider or your bank without first following the process prescribed herein is a violation to these Terms and Conditions. Doing so may get your account temporarily or permanently disabled. Note: once you have filed a dispute with your payment provider, the funds will be ineligible for a refund due to our obligations towards the payment provider.

## Purchasing

- Lesson aLIVE partners with Payment Services Providers for purposes of collecting Service-related payments from Educator and transferring such payments from Educators to Experts. All payments services in connection with the collection and distribution of funds on the Lesson aLIVE platform are performed by Lesson aLIVE's Payment Services Providers.
- An Educator's payment obligation to an Expert will be satisfied upon receipt of payment by Lesson aLIVE and Lesson aLIVE (via its Payment Service Provider) is responsible for remitting the funds to the Expert in the manner described in these Terms. If Lesson aLIVE (via Payment Services Provider) does not remit any such amounts to Expert, the Expert will have recourse only against Lesson aLIVE and not the Educator directly.
- In most locations, Services may be purchased on Lesson aLIVE by using one of the following payment methods: Credit Card, PayPal, Apple Pay, Google Pay.
- You may not offer Experts to pay, or make payment using any method other than through the Site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support via the Contact us function on the Site.
- Payment Services Providers may collect information as necessary for purposes of processing withdrawal payments. Lesson aLIVE is not exposed to the payment information provided to Payment Services Providers by Users, and this information is subject to the privacy policy applicable to the Payment Service Provider.
- By using any payment method and/or providing payment details for making purchases on Lesson aLIVE, you represent and warrant that: (a) you are legally authorized to provide such information; (b) you are legally authorized or have permission to make payments using the payment method(s); (c) if you are an employee or agent of a company or person that owns the payment method, you are authorized by that company or person to use the payment method to make payments on Lesson aLIVE; and (d) such actions do not violate any applicable law.

## Ratings

Educators are encouraged to rate Expert Services through a star rating system at the completion of their Event. Service Ratings are available to Educators through the Expert Profile and the Services Catalog.

- Feedback reviews provided by Educators while completing an Event are an essential part of Lesson aLIVE's rating system. Reviews demonstrate the Educator's overall experience with the Experts and their services.
- Leaving feedback is a basic prerogative of an Educator. Feedback reviews will not be removed unless there are clear violations to the Terms and Conditions.
- To prevent any misuse of the Feedback system, all feedback must come from legitimate services executed exclusively through the Lesson aLIVE site. Purchases arranged, determined to artificially enhance Expert ratings, or to abuse the Lesson aLIVE platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.
- Feedback given by Educators are publicly displayed on an Expert's profile. Educators have the option not to include a comment, but still rate the Service.
- Withholding the delivery of services with the intent to gain favorable reviews or additional services is prohibited.

## User Conduct and Protection

Lesson aLIVE enables Users to share, sell and purchase nearly any service. Services offered on the Site reflect the diversity of the expanding Expert and Educator communities.

Lesson aLIVE maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of Lesson aLIVE. This section relates to the expected conduct users should adhere to while interacting with each other on Lesson aLIVE.

To report a violation of our Terms and Conditions, User Misconduct, or inquiries regarding your account, please contact our Customer Support team via the Contact us function on the Site.

### Basics

- To protect users' privacy, the Site limits collection and display of User information to the minimum required.
- Requesting or providing contact details to communicate outside of the Site with the intent to circumvent or abuse the Lesson aLIVE messaging system or Lesson aLIVE platform terms is not permitted.
- Lesson aLIVE does not provide protection for users who interact outside of the Lesson aLIVE platform.

- Rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of the account.
- Lesson aLIVE is open to everyone. Discrimination against a community member based on gender, race, age, religious affiliation, sexual preference or otherwise is not acceptable and may result in the suspension/removal of your account.
- Users may not submit proposals or solicit parties introduced through Lesson aLIVE to contract, engage with, or pay outside of Lesson aLIVE.
- Users may report Services to Customer Support that may be in violation of Lesson aLIVE's Terms and Conditions based on the reported Service's replicated similarity to pre-existing services (copycat Services).
- Experts warrant that any content included in their Services shall be original work conceived by the Experts and shall not infringe any third-party rights, including, without limitation, copyrights, trademarks or service marks. If certain music or stock-footage media are incorporated within the Services, Experts represent and warrant that they hold a valid license to use such music and/or footage and to include them in the Services.

### **Chargebacks**

- Lesson aLIVE reviews cases of payment provider chargebacks and disputes on behalf of Experts. Although results vary per case due to each chargeback reason, we work hard on resolving disputes in the Expert's favor. If the chargeback case allows, Lesson aLIVE (or one of Lesson aLIVE's Payment Services Providers) will return parts or full revenue back to Experts, otherwise the chargeback amount will be borne by the Expert.

### **Reporting Violations**

If you come across any content that may violate our Terms and Conditions, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms and Conditions. All cases are reviewed by our team. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

### **Violations**

Users may receive a warning to their account for violations of our Terms and Conditions or any user misconduct reported to our team. A warning will be sent to the user's email address. Warnings do not limit account activity but can lead to your account losing Verified Expert status or becoming permanently disabled based on the severity of the violation.

### **Non-Permitted Usage**

**Adult Services & Pornography** - Lesson aLIVE does not allow any exchange of adult oriented or pornographic materials and services.

**Inappropriate Behavior & Language** - Communication on Lesson aLIVE should be friendly, constructive, and professional. Lesson aLIVE condemns bullying, harassment, and hate speech towards others. We

allow users a medium for which messages are exchanged between individuals and a system to rate Events.

**Phishing and Spam** - Lesson aLIVE takes the matter its members' security seriously. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their Services or Events.

**Privacy & Identity** - You may not publish or post other people's private and confidential information. Any exchange of personal information required for an Event must be provided through the Site at the mutual consent of both Educator and Expert. Experts further confirm that whatever information they receive from the Educator, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the Event to the Educator. Any users who engage and communicate off Lesson aLIVE will not be protected by our Terms and Conditions.

**Authentic Lesson aLIVE Profile** - You may not create a false identity on Lesson aLIVE, misrepresent your identity, create a Lesson aLIVE profile for anyone other than yourself (a real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., while may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. Lesson aLIVE reserves the right to require users to go through a verification process in Event to use the Site (whether by using ID, phone, camera, etc.).

**Fraud / Unlawful Use** - You may not use Lesson aLIVE for any unlawful purposes or to conduct illegal activities.

**Multiple Accounts** - To prevent fraud and abuse, users are limited to one active User account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Lesson aLIVE community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations to Lesson aLIVE's Terms and Conditions is cause for permanent suspension of all accounts.

**Targeted Abuse** - We do not tolerate users who engage in targeted abuse or harassment towards other users on Lesson aLIVE.

**Selling Accounts** - You may not buy or sell Lesson aLIVE accounts.

### **Proprietary Restrictions**

The Site, including its general layout, design and content, is exclusively owned by Lesson aLIVE Incorporated. Users have no right, and specifically agree not to do the following with respect to the Site or any part, component or extension of the Site (including its mobile applications): (i) copy, transfer, adapt, modify, distribute or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) modify or create derivative works; (iv) remove any copyright notice, identification or any other proprietary notices, or; (v) use the Site in any manner that could damage, disable, overburden

or impair the Site, or interfere with any other users' enjoyment of the Site. Users also agree not to permit or authorize anyone else to do any of the foregoing.

## **General Terms**

- Lesson aLIVE reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms and Conditions or due to any illegal or inappropriate use of the Site or services.
- Violation of Lesson aLIVE's Terms and Conditions may get your account disabled permanently.
- Users with disabled accounts will not be able to sell or buy on Lesson aLIVE.
- Users who have violated our Terms and Conditions and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.
- Users have the option to enable account Security features to protect their account from any unauthorized usage.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.
- Lesson aLIVE may make changes to its Terms and Conditions from time to time. When these changes are made, Lesson aLIVE will make a new copy of the Terms and Conditions available on this page.
- You understand and agree that if you use Lesson aLIVE after the date on which the Terms and Conditions have changed, Lesson aLIVE will treat your use as acceptance of the updated Terms and Conditions.

## **User Generated Content**

User Generated Content refers to the content added by users as opposed to content created by the Site. All content uploaded to Lesson aLIVE by our users (Educators and Experts) is User Generated Content. Lesson aLIVE does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. We invite everyone to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, Lesson aLIVE is not responsible for the content, quality or the level of service provided by the Experts. We provide no warranty with respect to the Services, their delivery, and any communications between Educators and Experts. We encourage users to utilize the rating and Expert verification system when choosing Experts and Services.

By offering a service, the Expert undertakes that he/she has enough permissions, rights and/or licenses to provide, sell or resell the service that is offered on Lesson aLIVE.

Furthermore, users (both Educators and Experts) agree that unless they explicitly indicate otherwise, the content users voluntarily create/upload to Lesson aLIVE, including photos, videos and Expert profiles may be used by Lesson aLIVE for no consideration for marketing and/or other purposes.

## **Prohibited Countries and Individuals**

Governing bodies often have regulations and financial sanctions in place that prohibit transactions with certain high-risk countries and individuals. Additionally, Lesson aLIVE is dependent upon the restrictions of our Payment Providers and is unable to allow use of the platform in countries and to individuals restricted by our Payment Providers.

At this time, the Platform is prohibited from use for individuals and businesses in the following countries:

- Belarus
- Burma (Myanmar)
- Cote d'Ivoire
- Democratic Republic of the Congo
- Iran
- Iraq
- Liberia (Former Regime of Charles Taylor)
- Persons Undermining the Sovereignty of Lebanon or Its Democratic Processes and Institutions
- North Korea
- Sierra Leone
- Sudan
- Syria
- Western Balkans
- Zimbabwe

## **Disclaimer of Warranties**

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