

# TERMS OF USE

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Welcome to [tntutoringcorps.org](http://tntutoringcorps.org) (the “*Website*”).

This Website is published and hosted by the **Tennessee Tutoring Corps** (hereinafter, the “*Corps*”). Except where the context expressly states or clearly implies otherwise, the terms “*we*,” “*us*” and “*our*,” as used herein, shall mean and refer to the Corps, together with all of our officers, directors, managers, employees and agents, and our successors and assigns.

Before accessing or using this Website or any of the services offered herein (collectively, the “*Services*”), please carefully read the following Terms of Use (together with any updates or amendments that may be posted to this page from time to time, the “*Terms of Use*”).

## YOUR ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use govern your access to and use of the Services and constitute a legally-binding contract between yourself (referred to herein as “*you*” or “*your*”) and us with respect to your access to and use of the Services. Your access to and use of the Services is expressly conditioned upon your agreement with and acceptance of the Terms of Use.

**By accessing or using the Website and/or the Services contemplated herein, you signify that you have read, fully understand and agree to be bound by all of the Terms of Use set forth below including, without limitation, our [Privacy Policy](#), which is incorporated herein by reference.**

## ELIGIBILITY

By accessing and using the Services, you hereby represent and warrant that you are a natural person; you are over the age of eighteen (18); and you are a legal citizen or a lawful permanent resident of the United States of America.

By accessing and using the Services, you also agree that these Terms of Use, the [Privacy Policy](#), and all emails, notices or other communications regarding the Services will be communicated to you in the English language.

## PRIVACY POLICY

Our [Privacy Policy](#), which is incorporated herein by reference and made a part of these Terms of Use, contains important information about how we collect, process, share and store your Personal Information (defined below). Please read our [Privacy Policy](#) carefully.

The term “*Personal Information*,” as used herein, means and refers to any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be used to identify or linked, directly or indirectly, to you and/or your household, and may include (without limitation): your name, address, telephone number, email address, age, birthdate, gender,

school or educational information, government ID information, social media profile, resume, biography, or any health or medical history or related information, IP address, MAC address, or any other online and/or device identification information.

The transmission of any information – including any Personal Information – over the Internet is not completely secure and we cannot guarantee that an unauthorized third party will never be able to defeat our security measures or access your Personal Information for unauthorized and/or improper purposes.

**By accessing and using the Services, you acknowledge that you understand there is an inherent risk that, despite our best efforts to use reasonable security measures and other precautions, your Personal Information may still be intercepted by an unauthorized third-party; that you have read and fully understand our [Privacy Policy](#); and that you will provide your Personal Information at your own risk.**

## **MODIFICATION**

We reserve the right, in our sole discretion, to modify these Terms of Use at any time and without prior notice. If we modify these Terms of Use, we will post a notification of the modification on this page. The date of the last modification will also be posted at the beginning of these Terms of Use. It is your responsibility to check from time to time for any updates. By continuing to access or use the Services, you accept and agree to be bound by any such modified Terms of Use.

## **PROHIBITED USE OF THE SERVICES**

By accessing and using the Services, you agree that you will not use the Services: (i) in any way that violates any federal, state, local, or international law or regulation; (ii) to engage in any activity or send, knowingly receive, upload, download, use, or re-use any content that is harmful, abusive, offensive, defamatory, or restricts or inhibits anyone's use or enjoyment of the Services; (iii) for the purpose of exploiting, harming, or attempting to exploit or harm any minor in any way, including but not limited to by exposing them to any inappropriate content; (iv) to transmit, or procure the sending of, any advertising or promotional material, including (without limitation) any "junk mail," "chain letter," "spam," or any other similar solicitation; (v) to impersonate or attempt to impersonate any person or entity (including, without limitation, by using email addresses associated with any such person or entity); (vi) to collect or harvest any personally identifiable information from the Services; (vii) for any commercial purposes; (viii) to interfere with the proper working of the Services; (ix) to bypass or attempt to bypass the measures we may use to prevent or restrict access to the Services, including (without limitation) features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (x) to copy, reverse engineer or decompile any parts of the Services; (xi) to frame or link to any information or content on the Services; (xii) to post or submit any false, inaccurate, incomplete or misleading biographical information or any other person's information; or (xiii) to post or submit any other material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening or obscene, as determined by us in our sole discretion.

Additionally, you agree not to: (a) use the Services in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website or the Services; (b) use any robot, spider, or other automatic means to access the Website or Services for any purpose

without our express consent; (c) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; or (d) otherwise attempt to interfere with the proper working of the Website and the Services.

## **USER ACCOUNTS**

As an applicant to the Corps, you will be required to create a user account. You may not transfer your user account to any other person and you may not use the Services on behalf of any other person, organization or entity.

You will be asked to provide certain Personal Information in connection with creating your user account. You represent and warrant that all the information you provide to us in connection with your user account is true, correct, current, and complete.

If you wish to delete your user account, please [email](#) us at the email address provided below. Upon receipt of your request to delete your user account, and except as set forth below, we will remove your user account and associated Personal Information, within a reasonable period of time.

By providing us with your email address upon registration of your user account, or at any other time hereafter, you consent to our using the email address to send you communications regarding the Services and any other non-commercial notices, including any notices required by law, in lieu of communication by postal mail.

We may also use your email address to send you other messages, such as changes to features of the Services. We will have the right to send you such communications until you opt-out. If you do not want to receive communications from us, you may opt-out by: (i) deleting your user account and (ii) by following the opt-out and unsubscribe instructions in any email message transmitted to you directly from us, or by requesting to be opted-out by [emailing](#) us at the email address provided below. Please note that opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Please note that you cannot opt-out of communications relating to security, legal notices, your user account, your use of our Services, or other related purposes unless you delete your user account and stop using the Services.

## **APPLICATION MATERIALS**

As an applicant seeking acceptance into the Corps, you are able to do the following through the Website: (i) use the Services to apply for acceptance into the Corps; (ii) upload your application materials through a third-party service that we use to collect applications from applicants; and (iii) receive email notices regarding the status of your application.

By applying and uploading your application, you hereby consent to and agree that we may: (A) review and use your Personal Information or other information you provide to determine your eligibility for the Corps; (B) forward or provide your application and Personal Information to certain affiliates of the Corps; or (C) use your application and/or Personal Information in any other manner that is

expressly or implicitly authorized by you upon submitting and uploading your application and Personal Information for the purposes contemplated herein or therein.

You hereby consent to our sharing your application and Personal Information, together with any additional information you provide to us during the application process, in the manner and for the purposes contemplated herein. This means that you give us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (and right to sub-license) your application, Personal Information and any additional information you provide to us, to share or otherwise use such application, Personal Information and any additional information as we reasonably require, in connection with the Services contemplated herein.

You should therefore ensure that the information you provide is complete and accurate, and only contains information that you are comfortable sharing with us for the purposes contemplated herein.

**IMPORTANT:** It is your responsibility to ensure that the resume and application materials that you submit are true, complete, current and accurate before you submit such materials. You may not be able to delete, edit, withdraw or otherwise supplement or substitute your application or any related materials after they have been uploaded and submitted.

### **THIRD-PARTY LINKS AND SERVICES**

In connection with your use of the Services, and particularly in connection with the submission and collection of your application to be accepted into the Corps, you may be asked to use links to third-party websites and services, which are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. By choosing to upload your application and Personal Information to such third-party website(s) from the Services, you do so at your own risk and you understand that these Terms of Use and our [Privacy Policy](#) do not apply to your use of such third-party sites or services. You expressly release us from any and all liability arising out of or relating to your use of such third-party websites, services or content. Additionally, your dealings with or participation in promotions of advertisers found on such third-party websites, are solely between you and such third-parties and/or advertisers. You agree that we shall not be responsible for any loss or damage of any sort arising out of or relating to your dealings with such advertisers.

### **THIRD PARTY CONTENT & SERVICES**

By accessing and using the Services, you acknowledge and agree that you may be required to submit your Personal Information to us through one or more third-party websites, databases, networks, servers, systems, products or other services, which we do not own or control.

You hereby acknowledge that you will choose to upload your Personal Information to such third-party websites, databases, networks, servers, systems or services at your own risk. We do not own or control such third-party websites, databases, networks, servers, systems, products or other services, and we cannot be held responsible for their content, operation, security (or any breach of security), or any use or misuse thereof. We do not make any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, security or authenticity of any content, information, or services provided to you by or through such third-party services.

## **INTERACTIONS WITH THIRD PARTIES**

By accessing and using the Services, you acknowledge that there are risks, including, but not limited to, the risk of physical harm, that may arise when interacting with strangers, including (without limitation) persons who may be impersonating another person and/or acting under false pretenses. You acknowledge that you are solely responsible for your interactions with students and other parties with whom you communicate or have any contact regarding your application to the Corps and/or as a participant in the Corps.

You are advised to use caution with regard to the information that you share with any students, parents or other parties and you should only disclose Personal Information (including contact information) that you are comfortable disclosing to students and parents.

We assume no responsibility or liability for ensuring your personal safety or protection when interacting with any such third parties.

## **SUSPENSION; TERMINATION**

We reserve the right to suspend and/or terminate your user account and/or your use of the Services, at any time and without warning or prior notice to you, for any breach of these Terms of Use or if we determine, in our discretion, that suspension and/or termination is necessary to protect the safety, security, or rights of any person or the reputation of the Corps.

If you wish to delete your user account, please [email](#) us at the email address provided below. Upon receipt of your request to delete your user account, and except as set forth below, we will remove your user account and associated Personal Information, within a reasonable period of time. Please note that the suspension or termination of your user account does not affect your continued obligation to comply with these Terms of Use, all of which shall survive the termination of your user account.

## **INTELLECTUAL PROPERTY RIGHTS**

The Services and their contents, features, and functionality are owned by us, or by other third-party providers of such services, and may be protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You acknowledge that you may not copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, transmit, broadcast or otherwise exploit the Services, except as consented to by us in writing, which consent may be withheld in our sole discretion.

By submitting any Personal Information through the Services, you grant us an irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to view, copy, transfer, transmit, access, and otherwise use such Personal Information in any manner consistent with the intent and purpose of the Services contemplated herein, but no further.

You represent and warrant that you have all rights, licenses, consents and releases that are necessary to grant us the license above.

You acknowledge and agree that you are solely responsible for the truthfulness, accuracy and completeness of your Personal Information. We are not responsible or liable to any party for the content or accuracy (or inaccuracy) of any of your Personal Information.

## **DISCLAIMER OF WARRANTIES**

In addition to the disclaimers set forth above and any other disclaimer of warranties between the parties:

YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING THE SERVICES AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED TO YOU “AS IS,” AND WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, EXPRESS OR IMPLIED, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS, OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES OR OTHER MALWARE WILL BE TRANSMITTED THROUGH THE SERVICES.

## **GENERAL DISCLAIMERS**

WE DO NOT GUARANTEE YOUR ACCEPTANCE INTO THE CORPS AND RESERVE THE RIGHT TO REJECT YOUR APPLICATION FOR ANY REASON, IN OUR SOLE DISCRETION; PROVIDED, HOWEVER, THAT NO APPLICATION WILL BE REJECTED ON THE BASIS OF AN APPLICANT’S RACE, ETHNICITY, GENDER OR RELIGIOUS PREFERENCE.

WE DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS OR REGULATIONS.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD-PARTY THROUGH ANY HYPERLINKED WEBSITE OR SERVICE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY SUCH THIRD-PARTY PROVIDER OF PRODUCTS OR SERVICES.

## **NOTICES**

Any notices or other communications permitted or required hereunder, shall be in writing and delivered to you by us: (a) via email (in each case to the address that you provide with your user account or otherwise in connection with the Services) or (b) by posting to the Website. Without limiting the generality of the foregoing, notice of any updates or amendments to these Terms of Use

and/or the Privacy Policy will be given to you solely by the publication of such updates or amendments to this page, which you acknowledge constitutes reasonable and adequate notice.

## **NO WAIVER**

No waiver by us of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert any right, remedy or provision under these Terms of Use shall not constitute a waiver of such right, remedy or provision. To the contrary, we expressly reserve all rights and remedies available under applicable law, and such rights and remedies may only be waived in a written instrument signed by us.

## **NO ASSIGNMENT**

You may not assign or transfer your obligations under these Terms of Use, whether by operation of law or otherwise, without our prior written consent, which may be withheld in our sole discretion. Any attempt by you to assign or transfer your obligations under these Terms of Use without such consent will be null and of no effect. We reserve the right to assign or transfer any of our rights under these Terms of Use, in our sole discretion, without restriction and without prior notice to or consent by you. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns. These Terms of Use do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

## **GOVERNING LAW**

These Terms of Use (and any other rules, policies or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any conflicts of laws principles of any other jurisdiction.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE (OR ANY OF OUR SPONSORS, AFFILIATES, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CLAIMS, SUITS OR DAMAGES ARISING UNDER OR RELATED TO THESE TERMS OF USE OR THE SERVICES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEPT WHERE SUCH CLAIMS, SUITS OR DAMAGES ARE DIRECTLY AND PROXIMATELY CAUSED BY CRIMINAL MISCONDUCT, FRAUD, OR WANTON AND RECKLESS MISCONDUCT.

## **AGREEMENT TO ARBITRATE DISPUTES**

This section is referred to as the “*Agreement to Arbitrate*.”

By accessing and using the Services, you agree that any and all disputes or claims between you and us, or any of our affiliates, agents, representatives, officers and directors, whether relating to the Services, these Terms of Use (including any alleged breach thereof) or otherwise (each a “*Dispute*”), shall be

resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Agreement to Arbitrate.

By accepting this Agreement to Arbitrate, you agree that any Dispute arising out of or relating to the Services and/or these Terms of Use will be determined by a neutral arbitrator, not by a judge or jury. YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

A party who intends to seek arbitration must first send a written notice of the dispute to the other party (“**Dispute Notice**”) via certified mail or Federal Express (return receipt and/or signature receipt required) or, in the event that we do not have a physical address on file for you, by electronic mail to [tntutoringcorps@gmail.com](mailto:tntutoringcorps@gmail.com). The Dispute Notice must describe the nature and basis of the Dispute and set forth the specific relief sought by the party asserting the Dispute.

We agree to use good faith efforts to resolve the Dispute directly, but if we do not reach an agreement to do so within thirty (30) days after the Dispute Notice is received, you (or we) may commence an arbitration proceeding pursuant to this Agreement to Arbitrate.

During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”), including the AAA’s Supplementary Procedures for Consumer-Related Disputes, each available at [www.adr.org](http://www.adr.org), or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by the parties in writing. Your arbitration fees and your share of arbitrator compensation shall be governed by such rules.

The arbitration hearing (if any) will take place in Nashville, Davidson County, Tennessee. The arbitrator must follow and apply the laws of the State of Tennessee, which govern these Terms of Use and this Agreement to Arbitrate.

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Any challenge to the arbitrator’s award, or any motion to compel arbitration, stay any pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator, shall only be filed and prosecuted in a state or federal court sitting in Nashville, Davidson County, Tennessee, which the parties agree shall be the exclusive forum and venue for such matters.

## **RELATIONSHIP OF THE PARTIES**

Nothing in these Terms of Use shall be construed as making either party the partner, joint venturer, employer, contractor, agent or employee of the other party. Neither party shall have or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.



## **NOTICE TO INTERNATIONAL USERS**

The Website is hosted in the United States and is intended for and directed to users in the United States only. If you access the Website from any region or country with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Website, which is governed by United States law, these Terms of Use and the [Privacy Policy](#), you acknowledge that: (i) you are transferring your Personal Information to the United States, (ii) you consent to such transfer of your Personal Information, and (iii) you waive, to the fullest extent permissible, any and all laws, rules and regulations of any jurisdiction other than the United States.

## **PROTECTING CHILDREN'S PRIVACY**

We do not knowingly collect or maintain Personally Identifiable Information from persons under thirteen (13) years of age, and no part of our Website is directed to persons under thirteen (13) years of age. If you are under thirteen (13) years of age, then please do not use or access this Website at any time or in any manner. Upon learning of the existence of such Personally Identifiable Information from any person under thirteen (13) years of age, we will take appropriate steps to delete any Personally Identifiable Information of such person that has been collected through our Website without verified parental consent.

## **ENTIRE AGREEMENT; SEVERABILITY**

These Terms of Use (together with our [Privacy Policy](#)) contains the entire agreement between you and us regarding your use of the Services and supersedes all prior written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **FEEDBACK**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services. Such feedback can be sent to [tntutoringcorps@gmail.com](mailto:tntutoringcorps@gmail.com).

You agree that we have the right, but not the obligation, to use such feedback without any obligation to provide you any compensation, royalty payment, or ownership interest in any changes made to the Services.

## **CONTACTING US**

If you have any questions about the Services or these Terms of Use, please contact us at [tntutoringcorps@gmail.com](mailto:tntutoringcorps@gmail.com).