

1. Terms of Service & Agreements

1. Terms

By accessing this Website, accessible from www.MyHomeSchoolFamily.com, you are agreeing to be bound by these Website Terms and Conditions of Use and agree that you are responsible for the agreement with any applicable local laws. If you disagree with any of these terms, you are prohibited from accessing this site. The materials contained in this Website are protected by copyright and trade mark law. These Terms of Service has been created with the help of the Terms of Service Generator and the Terms & Conditions Example.

2. Use License

Permission is granted to temporarily download one copy of the materials on My Home School Family's Website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose or for any public display;
- attempt to reverse engineer any software contained on My Home School Family's Website;
- remove any copyright or other proprietary notations from the materials; or
- transferring the materials to another person or "mirror" the materials on any other server.

This will let My Home School Family to terminate upon violations of any of these restrictions. Upon termination, your viewing right will also be terminated and you should destroy any downloaded materials in your possession whether it is printed or electronic format.

3. Disclaimer

All the materials on My Home School Family's Website are provided "as is". My Home School Family makes no warranties, may it be expressed or implied, therefore negates all other warranties. Furthermore, My Home School Family does not make any representations concerning the accuracy or reliability of the use of the materials on its Website or otherwise relating to such materials or any sites linked to this Website.

4. Limitations

My Home School Family or its suppliers will not be hold accountable for any damages that will arise with the use or inability to use the materials on My Home School Family's Website, even if My Home School Family or an authorize representative of this Website has been notified, orally or written, of the possibility of such damage. Some jurisdiction does not allow limitations on implied warranties or limitations of liability for incidental damages, these limitations may not apply to you.

5. Revisions and Errata

The materials appearing on My Home School Family's Website may include technical, typographical, or photographic errors. My Home School Family will not promise that any of the materials in this Website are accurate, complete, or current. My Home School Family may change the materials contained on its Website at any time without notice. My Home School Family does not make any commitment to update the materials.

6. Links

My Home School Family has not reviewed all of the sites linked to its Website and is not responsible for the contents of any such linked site. The presence of any link does not imply endorsement by My Home School Family of the site. The use of any linked website is at the user's own risk.

7. Site Terms of Use Modifications

My Home School Family may revise these Terms of Use for its Website at any time without prior

notice. By using this Website, you are agreeing to be bound by the current version of these Terms and Conditions of Use.

8. Your Privacy

Please read our Privacy Policy.

9. Governing Law

Any claim related to My Home School Family's Website shall be governed by the laws of us without regards to its conflict of law provisions.

EDUCATOR AGREEMENT

This Agreement ("Agreement") is between My Home School Family, LLC, a North Carolina limited liability company (hereafter "MHSF") and Educator (hereafter "Educator"). MHSF and Educator are sometimes collectively referred to at the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, MHSF has developed and is the owner of an online marketplace platform designed to assist educators to provide classes and tutoring to learners and their parents (the "Platform");

WHEREAS, MHSF and Educator desire to enter into this Agreement to allow Educator to access the Platform and use such Platform to develop and deliver classes and instruction to MHSF's customers;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHSF and the Educator agree as follows:

MHSF Responsibilities.

MHSF hereby grants to Educator the non-exclusive, non-transferable license and right to use the Platform for the purpose of providing MHSF's customers with access to Educator's educational programs, including creating and delivering classes and one-on-one tutoring, lesson plans, and Educators Materials (as later defined) to support learners (the "Permitted Use").

MHSF will provide Educator with access to the Platform electronically upon MHSF's completion and approval of a satisfactory background check. Educator is responsible and liable for all uses of the Platform resulting from access provided by Educator, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

MHSF will make Educator's classes and tutoring available to MHSF's customers who elect to register. MHSF makes no representations regarding Educator's class registrations, profitability, or likelihood of success.

MHSF will collect all payments made via the Platform for Educator's Permitted Use. MHSF will retain twenty percent (20%) of all such fees as payment for its services provided under this Agreement. MHSF will remit all funds in a timely manner accordance with its payment policy.

Educator Responsibilities.

Educator shall only use the Platform for the Permitted Use.

Educator shall ensure all Educator's lesson plans, class materials, and worksheets ("Educator's Materials"), class content, and tutoring services comply with the Terms and Conditions published on the Platform. Educator acknowledges and agrees that MHSF may alter or change the Terms and Conditions in MHSF's sole discretion upon seven (7) days' notice.

Educator grants MHSF a limited license to use Educator's likeness, materials, and classes for the sole purpose of marketing MHSF's Platform to customers. Educator additionally authorizes MHSF to record Educator's classes and tutoring sessions and to access the same for the limited purpose of investigating Educator's compliance with the Terms and Conditions. MHSF agrees and acknowledges that it neither has nor acquires any interest in any copyrighted materials created, licensed by, or owned by Educator under this Agreement.

Educator acknowledges that s/he is responsible for ensuring s/he has adequate data speed to access the Platform and provide classes and/or tutoring services via the Platform...

Educator shall comply with MHSF's safety protocols, including executing an authorization permitting MHSF to conduct a background safety check of Educator annually. Educator shall pay an annual fee to MHSF for such background check. As of the date of execution of this Agreement, that fee shall be \$19.95, but MHSF shall have the right to increase the fee upon prior notice. Educator shall report his/her arrest, charge, indictment or conviction of any felony or any crime involving the delinquency, abuse or neglect of a minor within ten (10) days of such arrest, charge, indictment or conviction..

Educator agrees s/he shall not contact any minor learner outside the Platform without the minor learner parent's consent. Educator shall further comply with MHSF's Teacher Code of Conduct, Class Policy, and Class Images and Recording Policy.

The Platform may include publicly available reviews or customer feedback to assist learners in selecting a class or educator. Educator agrees to participate in and accept MHSF's review process for all classes, which may include a process for reporting abusive reviews. Educator agrees and acknowledges that MHSF is not responsible for any review or any harm resulting therefrom.

Term. The term of this Agreement shall commence on day of registration, unless earlier terminated pursuant to the terms of this Agreement, shall thereafter continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice (the "Term").

Termination. Either party may terminate this Agreement, for any reason, upon thirty (30) days' notice. On the effective date of such termination, Educator's access to the Platform and all account information will expire. In the event Educator violates the Terms and Conditions or is charged with any crime of moral turpitude as defined by North Carolina law, MHSF may terminate this Agreement immediately upon written notice to Educator. On the effective date of termination of this Agreement, Educator shall immediately cease using the Platform. No expiration or termination will affect Educator's obligation to pay all fees that may have become due before such expiration or termination, or entitle Educator to any refund.

Security Measures. The Platform may contain technological measures designed to prevent unauthorized or illegal use of the Platform. Educator acknowledges that: (a) MHSF may use these and other lawful measures to verify Educator's compliance with the terms of this Agreement and enforce MHSF's rights in and to the Platform; (b) MHSF may deny any individual access to

and/or use of the Platform if MHSF, in its sole discretion, believes that persons' use of the Platform would violate any provision of this Agreement; and (c) MHSF may collect, maintain, process and use diagnostic, technical, usage, and related information.

Limitation on Use. Except as this Agreement expressly permits, Educator shall not, and shall not permit any other person to:

Use, modify, or access Educator's account;

Rent, lease, lend, sell, sublease, assign, distribute, publish, transfer, or otherwise make available the Platform to any person;

Reverse engineer, disassemble, decompile, decode or adapt the Platform;

Bypass or breach any security device or protection used for or contained in the Platform;

Use the Platform in any manner or for any purpose that infringes, misappropriates or otherwise violates any right of any person, or that violates any applicable law, including but not limited to any applicable data protection or data privacy laws;

Use any copyrighted materials without authorization or license from the owner of such copyright. Educator shall be solely responsible for determining whether use of such copyrighted materials is subject to fair use, and shall indemnify MHSF for any claim of breach or infringement on copyright in accordance with Section 10 of this Agreement;

Record or share any images or videos of learners with anyone outside of the specific class; or

Use the Platform other than for the Permitted Use.

MHSF's Ownership. MHSF owns and retains all rights, title and interest, including all intellectual property rights, in the Platform and by entering into this Agreement, Educator obtains no ownership rights in the Platform. Educator shall take all reasonable measures to safeguard the Platform from infringement, misappropriation, theft, misuse or unauthorized access. Educator shall promptly notify MHSF in writing if Educator becomes aware of: (i) any actual or suspected infringement, misappropriation, or other violation of MHSF's rights in or related to the Platform; or (ii) any claim that the Platform, in whole or in part, infringes, misappropriates or otherwise violates the rights of any person.

Educator's Ownership. Educator owns and retains all rights, title and interest, including all intellectual property rights, in Educator's Materials, and by entering into this Agreement, MHSF obtains no ownership rights in Educator's Materials.

Independent Contractor. Educator's sole relationship with MHSF is that of an independent contractor. Educator is not and shall not be deemed to be an employee of MHSF. Nothing contained in this Agreement is intended to or shall be construed to create a relationship of employer/employee or principal/agent, or a joint venture, partnership, franchise, or other legal relationship between MHSF and Educator. Educator at no time under any circumstances shall hold him- or herself out to be an employee of MHSF, whether by words, actions, or otherwise. Educator further understands and agrees as follows:

No employee benefits of any kind or nature shall be due Educator by MHSF;

MHSF shall not pay or withhold social security taxes, state or federal unemployment taxes, state or federal income taxes, or any other tax or payment required by any federal, state, or local authority with respect to payments collected by MHSF and remitted to Educator;

MHSF shall not be responsible for obtaining or maintaining workers' compensation insurance or similar type insurance with respect to Educator in the event such insurance is required by applicable state law; and,

MHSF shall report all amounts paid to Educator pursuant to this Agreement on Internal Revenue Service Form 1099.

Indemnification. Educator shall indemnify and hold harmless MHSF and its members, managers, officers, employees, agents, successors and assigns against any action based upon any claim arising from the conduct of Educator's business, Educator's Materials, or use of the Platform by Educator. Educator's indemnification obligation shall include the obligation to defend at its expense all suits against MHSF based upon such a claim and Educator shall pay all costs and damages finally awarded against MHSF in such suit, including reasonable attorneys' fees; provided MHSF shall notify Educator of such suit. Educator shall not be liable for any costs or expenses incurred by MHSF after Educator has assumed the defense of such action. MHSF shall have the right to be represented by its own attorney at MHSF's sole expense.

Warranties and Limitation of Liability. MHSF REPRESENTS AND WARRANTS TO EDUCATOR THAT THE PLATFORM WILL FUNCTION AS AN ONLINE MARKETPLACE SOLELY FOR PURPOSES OF THE PERMITTED USE. EXCEPT FOR THE EXPRESS WARRANTY CONTAINED HEREIN, THE PLATFORM IS PROVIDED "AS IS" AND MHSF MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY REGARDING THE TECHNOLOGY AND PLATFORM, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL

MHSF BE LIABLE FOR LOSS OF PROFITS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PLATFORM BY ANY PERSON OR ENTITY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MHSF'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY RETAINED BY MHSF FROM EDUCATOR IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM. MHSF SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE OR CONNECTION RELATED TO ANY SERVICE PROVIDED BY A THIRD-PARTY VENDOR. EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION. FURTHER, IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT.

Governing Law and Venue. The Parties agree and acknowledge that this Agreement has been signed and executed in Buncombe County, North Carolina. The validity, construction, and enforceability of any provision within this Agreement shall be governed by the laws of the State of

North Carolina. The United States District Court for the Western District of North Carolina and the Superior Court Division of the North Carolina General Court of Justice sitting within Buncombe County, North Carolina shall be the exclusive jurisdictions and venues for adjudicating the construction of, or any claim, lawsuit, or charge arising out of or in connection with this Agreement. The Parties agree that any dispute arising out of or related to this Agreement or the relationships created thereunder must be resolved exclusively within the exclusive jurisdictions and venues and consent to personal jurisdiction within North Carolina.

Confidential Information. Each of the Parties agrees that this Agreement may result in the other Party acquiring confidential information concerning the business and operation of a Party's business, including, but not limited to a Party's proprietary technology, customers and operating procedures (collectively, the "Confidential Information"), which constitute trade secrets in connection with such Party's operations and the acquisition of which would create an unfair advantage in the event a Party were to make any use or disclosure of the other Party's Confidential Information without the prior written consent of the disclosing Party.

Notices. All notices, requests and other communications to a Party hereunder shall be in email and shall be deemed to have been duly given if delivered by hand, via electronic mail with confirmation of delivery or mailed, certified mail with postage prepaid, return receipt requested, or by reputable express courier service to:

Miscellaneous. This Agreement is the entire agreement between the Educator and the MHSF and supersedes any prior verbal understanding or agreements. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect. The provisions set forth in Sections 10, 11, 12 and 13, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement. This Agreement may be amended by a written amendment signed by an authorized representative of each of the Parties. This Agreement may not be assigned, whether by operation of law or otherwise, by Educator, except with the specific written agreement of MHSF. This Agreement may be executed in any number of counterparts, including via PDF or email signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

2. Code of Conduct

Educator Class Content Policy

My Home School Family is a great place for educators and students to come together to enhance learning. We want to create a virtual place for a wide range of educational content, and appeal to as many students as possible.

Please keep class content clean, fun and engaging.

It is important to remember that Virtual Classrooms are indeed still classrooms and certain behaviors are expected when participating with peers and educators.

All My Home School Family classes should be age appropriate and without objectionable content.

When creating a class, if it is specifically taught with a Christian perspective, we recommend the teacher to select that option in the Class Creation portion of the website so that families are fully aware of the content their child will receive.

As stated above, classes should be age-appropriate. If there is questionable content within a text or curriculum, that information should be stated within the class description. For example, if teaching a science class that discusses the reproduction system, it would need to be disclosed in the class discussion whether that information would be taught, or skipped.

My Home School Family will not allow any content that is discriminatory, nor promotes violence or hate.

We welcome all educators, students and families and do not discriminate against nationality, race, ethnicity, sexual orientation, political affiliation or religion.

Teachers or families, who do not abide by these rules, will be removed from My Home School Family.

The teaching of medical classes will not be allowed on My Home School Family:

Examples include, but are not limited to, CPR, First Aid, One on one counseling services, psychiatric or any form of special educational evaluations cannot be done on My Home School Family for the safety and well being of the students.

Examples:

1. A science class, could discuss the different types of first aid, however, a teacher should not utilize My Home School Family to actually teach a student how to perform first aid.

2. A science class could teach healthy habits in regards to lifestyles, however, and educator should never devise a personal diet plan for a student.

If you have questions about specific class content and if it meets our guidelines, please contact us and we would be happy to give guidance!

Class Behavior

If any student behaves in a manner that is hateful, discriminatory, disrespectful to peers or the teacher, uses profanity or disregards any of the guidelines stated within the My Home School Family policy, a teacher has the right to disconnect the student from the live class without refund. If that happens, the teacher must communicate with MHSF with the issue that happened within a 24 hour period so that we are aware of the incident.

3. Privacy Policy

At My Home School Family, accessible from www.MyHomeSchoolFamily.com, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by My Home School Family and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

General Data Protection Regulation (GDPR)

We are a Data Controller of your information.

My Home School Family legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Information we collect and the specific context in which we collect the information:

- My Home School Family needs to perform a contract with you.
- You have given My Home School Family permission to do so.

- Processing your personal information is in My Home School Family legitimate interests.
- My Home School Family needs to comply with the law.

My Home School Family will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

In certain circumstances, you have the following data protection rights:

- The right to access, update or to delete the information we have on you.
- The right of rectification.
- The right to object.
- The right of restriction.
- The right to data portability
- The right to withdraw consent

Log Files

My Home School Family follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons

Like any other website, My Home School Family uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read "[What Are Cookies](#)".

Our Advertising Partners

Some of advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

- Google

<https://policies.google.com/technologies/ads>

Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of My Home School Family.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on My Home School Family, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that My Home School Family has no access to or control over these cookies that are used by third-party advertisers.

Third Party Privacy Policies

My Home School Family's Privacy Policy does not apply to other advertisers or websites. Thus,

we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

Children's Information

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

My Home School Family does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

Consent

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

4. Refund Policy

Refund Policy

- **Students are considered “enrolled” in a class with their spot secured as soon as payment is processed.**
- **Refunds based on the following criteria:**

Class Pack (14 and fewer classes) – **7 days prior to the start of a live class.** There are no refunds if you withdraw from a class less than 7 days prior to the start of the class, or if you fail to attend.

Semester/Year (15 or more classes) – **30 days prior to the start of a live class.** There are no refunds if you withdraw from a class less than 30 days prior to the start of the class, or if you fail to attend.

- No refunds are issued for classes once the class has begun.
- A processing fee of 20% will be retained on all cancelled classes unless extenuating circumstances arise and a request is made.
- If the educator does not show up for class, you will receive a full refund upon request.
- If the educator shows up more than 15 minutes late, families will be refunded for that class, upon request.
- If the student shows up more than 15 minutes late for class, the educator has the right to remove them from that one class meeting, without refund.
- If the student does not show up to class, there will be no refund.

5. Images & Recordings

Class Images and Recordings

Here at My Home School Family, learner safety is extremely important! We have multiple safety protocols in place to ensure a safe environment for all.

My Home School Family makes recordings of all live classes for safety and quality assurance. When educators create an account, they agree that they will not share any images or videos of students with anyone outside of the specific class.

Parents are welcome to take pictures and videos of their own learners participating in class, however, it is never acceptable to take pictures or videos of other learners' or share any information including the names of other learners'.

6. Teacher Screening

Teacher screening

We do not require a teaching certificate for educators on our site as we believe that everyone has something to offer and as long as there is knowledge and passion, learning is taking place. While we are eager to allow every educator to teach with us, we have a multi-step process in place to ensure the safety of all of our families.

The steps include:

- **Register for an online Educator Account:**
- **Complete our required background check. All educators within the My Home School Family community are required to give permission for MHSF to run a background check. As independent educators, the \$19.95 fee for this process is the responsibility of the signee and updated annually from the date of first filing.**
- **Review and agree to our policies: Teacher Code of Conduct, Class Policy, Images & Recordings Policy and all other MHSF Terms and Conditions**

7. Teacher Overview

Interested in teaching for My Home School Family?

The My Home School Family website is a site where educators can build their own library of classes and tutoring sessions that are based around their own personal interests. Each educator controls their class options, fees, schedule, and content.

All MHSF educators receive 80% of their class fee while MHSF retains 20%.

- Each educator is their own independent contractor utilizing the MHSF platform to build, promote and teach classes.
- All educators must adhere to the MHSF **Educator Class Content Policy** located under the Code of Conduct section in Terms & Conditions.
- Each educator is granted their own unique Zoom license, which automatically links directly to their classes.
- MHSF provides an easy to use platform, which guides the educator through each step of building classes.

- A topic builder allows for the educator to create scheduled online lessons and automatically graded quizzes & tests throughout their course.
- Appealing design visible to the public once classes are published.
- Educators have full access to all learners within the MHSF site.
- Fast & secure online payments
- Ability to chat with enrolled students through the platform.
- An organized list of classes, enrolled students and their email addresses for easy communication back and forth.
- Ongoing marketing is done to continue to build a larger MHSF community.

8. Selling Curriculum & Self- Made Products

Interested in selling curriculum?

The My Home School Family website has a location where members can build their own library of products to sell. Members can sell:

- Used curriculum or educational supplies.
- Self-made products that can be repetitively downloaded for as long as the product is posted. (These products must be 100% self-created and not violate any copyright laws.)

All MHSF educators receive 80% of sales while MHSF retains 20%.

Each member:

- Controls their product and fees
- Manages their own content
- Is responsible for all shipping of hard copies
- Has access to all users within the MHSF community
- Benefits from all marketing done by MHSF