

## **Talk 4 Impact LLC**

16192 Coastal Highway

Lewes, DE 19958

Version 1.0

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# **Talk4Impact Tutor's Terms & Conditions**

## **1. General Information**

**Platform Overview:** Talk4Impact is an online English learning and social impact platform, aiming to provide language education and support for orphans in Africa through a portion of its revenue.

**Account Requirements:** By creating an account, users agree to these Terms & Conditions, which may be updated from time to time. Continued use signifies acceptance of updates.

## **2. User Conduct**

**Prohibited Actions:** Users are prohibited from:

- Circumventing Talk4Impact's payment system.
- Recording, downloading, or distributing any content without explicit permission.
- Engaging in offensive, harassing, or otherwise disruptive behavior in sessions.
- Bypassing the platform to receive or offer services directly.
- Violating any local, state, or international laws.

**Consequences:** Violations may lead to suspension or permanent account termination.

## **3. Class Packages and Scheduling**

Users can access scheduled group classes, with topics, duration, and levels determined by Talk4Impact. Trial classes may be offered at a one-time rate before committing to a full course.

**Class Cancellations:**

- Group classes may be canceled or rescheduled up to 4 hours before the start time. Users may join another available class or receive a summary of missed material.
- Talk4Impact reserves the right to cancel a class if the minimum attendance is not met.

#### **4. Subscriptions and Promotions**

**Subscription Terms:** Talk4Impact offers subscription plans that may include group or individual sessions. Details on each plan are provided during registration.

**Promotions:** From time to time, promotional discounts may be offered. Eligibility is determined by Talk4Impact, and promotions may not be combined with other offers.

**Free Trials:** Some subscription plans may offer a trial period during which users can experience the platform risk-free. After the trial, regular subscription fees apply unless canceled.

#### **5. Payment, Refund, and Fees**

**Payments:** Payments for services are non-refundable, except in cases where services were not provided as described.

**Processing Fees:** A standard processing fee may apply to transactions. Talk4Impact is not liable for currency exchange fees or other bank charges.

**Refund Policy:** Refunds may be issued for missed classes due to instructor cancellation or verified technical issues, per platform policy. No refund is provided for lost login credentials, lost internet connection, or personal circumstances affecting attendance.

#### **6. Content Use and Intellectual Property**

**Restricted Use:** All content on Talk4Impact is protected and for personal educational use only. Unauthorized recording, sharing, or public use is prohibited.

**Penalties for Violations:** Breach of content usage restrictions may lead to legal action and account suspension or termination.

#### **Data Collection and Privacy**

**Privacy Policy Compliance:** Users' data collection and processing are governed by the Privacy Policy, including usage data, payment details, and communication records.

**Security:** Talk4Impact takes measures to ensure data security; however, users are responsible for maintaining secure login credentials.

#### **Dispute Resolution**

Any disputes arising from these terms will be resolved through arbitration under the jurisdiction of the applicable region or country.

7. **Automatic Contract Renewal:** This contract will automatically renew unless either party notifies the other of its intention to terminate.
8. **Employee Termination Notice:** If the Employee wishes to terminate the contract, they are required to inform the Company at least two weeks in advance.
9. **Duties and Position:** The Company hires the Employee as an English Tutor. The Employee's duties may be reasonably modified at the Company's discretion.
10. **Work Schedule and Attendance:**
  - A. **Attendance Requirement:** Employees are required to attend scheduled teaching sessions punctually. Any delay exceeding five minutes will be considered a breach of protocol. In such cases, the Company reserves the right to cancel the session, assign another employee to it, and deduct the corresponding value of damages from the responsible employee's pay.
  - B. **Session Conduct:** Employees must conduct the entire hour of the session professionally, ensuring no reduction in session time.
11. **Session Reporting and Feedback:**
  - A. **Feedback to Clients:** At the end of each session, the Employee is expected to provide feedback to clients.
  - B. **Session Report Submission:** Following each session, the Employee must submit a session report to the Company's Education Department. This report should include:
    - The most frequently observed errors along with their corrections,
    - Vocabulary related to the session topic,
    - Essential grammar points applicable to the session.
  - C. **Template Adherence:** The Employee must use and adhere to the Company's provided templates for all reports and consistently deliver content in accordance with these templates.
12. **Temporary Absence Notification:** In cases of temporary absence exceeding one day, the Employee is required to notify the administration formally at least three days in advance. Upon return, the Employee must inform the administration at least 24 hours prior to the return date, and all actions are subject to the Company's approval.
13. **Confidentiality or Proprietary Information:** The Employee agrees, during and after the term of employment, not to reveal confidential information or trade secrets to

any person, firm, corporation, or entity. If the Employee reveals or threatens to reveal such information, the Company shall be entitled to an injunction to prevent disclosure or restrict services to any entity that has received or threatens to receive this information. This right to seek an injunction is not exclusive, and the Company may pursue additional remedies against the Employee for breaches or threatened breaches, including recovery of damages.

14. **Emergency Leave Request:** In the event of an emergency requiring absence from work, the Employee must submit a formal exemption request at least four hours before the scheduled work time. Failure to notify the Company via an official email at [admin@talk4impact.com](mailto:admin@talk4impact.com) may result in suspension and deduction of incurred damages from the Employee's pay, as deemed necessary.
  
15. **Company's Right to Terminate:** The Company reserves the right to terminate the employment contract at any time, provided that the Employee is given 24 hours' notice via email. The Company shall be obligated to settle all outstanding dues owed to the Employee up to the effective termination date. The Company reserves the right to terminate the employment contract without compensation or payment of dues in the following cases:
  - A. Disclosure of the Company's confidential information to external parties,
  - B. Engagement with the Company's clients for personal benefit or arranging dealings outside the Company's electronic platform,
  - C. Communication with platform clients to offer services outside the platform for personal gain or on behalf of another company,
  - D. Inappropriate behavior towards clients,
  - E. Discussion of political events, partisan differences, religious matters, racial issues, or ethnic differences,
  - F. Bullying, arrogance, or mocking the Company's clients, employees, or management,
  - G. Discussion or promotion of sexual relationships, misconduct, or any related content,
  - H. Promotion of hatred or aggression,
  - I. Flirtatious or romantic talk or gestures towards clients or employees,
  - J. Smoking, eating, consuming alcohol, or using drugs during work hours,
  - K. Any other action not related to the work context that results in psychological, physical, or moral harm to clients, employees, or management.

16. **Death Benefit:** Should the Employee die during the term of employment, the Company shall pay to the Employee's estate any compensation due through the end of the month in which the death occurred.
17. **Assistance in Litigation:** The Employee shall, upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.
18. **Effect of Prior Agreements:** This Agreement supersedes any prior agreements between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or reduce any benefits or compensation provided to the Employee elsewhere unless expressly provided herein.
19. **Settlement by Arbitration:** Any claim or controversy arising from or relating to this agreement, or its breach, shall be settled by arbitration in accordance with the American Arbitration Association rules. Judgment upon the award rendered may be entered in any court with jurisdiction.
20. **Limited Effect of Waiver by Company:** Should the Company waive any breach of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breaches by the Employee.
21. **Severability:** If any provision of this agreement is held invalid, all other provisions shall remain in effect. If this agreement is held invalid or cannot be enforced, any prior agreement between the Company (or any predecessor thereof) and the Employee shall be reinstated as if this agreement had not been executed.
22. **Assumption of Agreement by Company's Successors and Assignees:** The Company's rights and obligations under this agreement will inure to the benefit of and be binding upon the Company's successors and assignees.
23. **Oral Modifications Not Binding:** This document constitutes the entire agreement between the Company and the Employee. Oral changes have no effect, and this agreement may only be altered by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.