

# MYWASSCETUTOR - Tutor Terms and Conditions Agreement

Welcome to MYWASSCETUTOR! By participating as a tutor and uploading your content to our platform, you agree to the following terms and conditions. These terms form a legally binding agreement between you and MYWASSCETUTOR (hereinafter referred to as "the Platform"). Please read this document carefully, and only proceed with uploading your content if you agree to the terms stated below.

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## 1. Definitions

- **Platform:** Refers to MYWASSCETUTOR, its services, and any associated websites, applications, or services provided to users and tutors.
  - **Tutor:** An individual or organization creating and uploading educational video content to the Platform.
  - **Content:** All forms of tutorials, video recordings, presentations, lesson plans, or educational materials uploaded by the Tutor to the Platform.
  - **Users/Students:** Individuals who access and use the Platform to purchase, view, or engage with content provided by Tutors.
  - **Revenue:** The earnings generated from the sale of the Tutor's content on the Platform.
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## 2. Tutor Eligibility

To become a tutor on MYWASSCETUTOR, you must:

- Be at least 18 years old.
  - Hold any required certifications, qualifications, or licenses necessary to teach the subjects offered.
  - Provide accurate personal information during registration and maintain the security of your account.
  - Comply with all applicable laws and regulations related to your teaching subject matter.
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## 3. Content Ownership and Licensing

- **Ownership:** As a Tutor, you retain full ownership of all content you upload to the Platform. However, by uploading content, you grant MYWASSCETUTOR a **non-exclusive, worldwide, royalty-free license** to use, distribute, modify, display, and promote your content on the Platform.

- **Third-party Material:** You must ensure that your content does not violate any third-party intellectual property rights. Any third-party materials (images, text, or other media) used in your content must be properly credited, and the rights to use such materials must be obtained.
  - **Content Quality:** All content must meet the Platform's guidelines for quality, relevance, and accuracy. MYWASSCETUTOR reserves the right to review and remove any content that does not meet these standards.
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#### 4. Content Restrictions

As a Tutor, you agree that your uploaded content:

- Will not infringe upon the intellectual property, privacy, or publicity rights of others.
- Will not contain obscene, defamatory, or inappropriate material.
- Will not promote illegal activities or violate any laws.

MYWASSCETUTOR reserves the right to remove any content deemed to be in violation of these conditions.

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#### 5. Revenue Split and Payment Terms

- **Revenue Sharing:** For every video tutorial sold on MYWASSCETUTOR, the Tutor will receive **70% of the revenue**, while MYWASSCETUTOR will retain **30%** as a platform service fee.
  - **Payment Schedule:** Payments to Tutors will be made monthly, based on total sales of their content for the previous month. Payments will be made through the payment method selected during account setup.
  - **Minimum Threshold:** Tutors must accumulate a minimum of **\$50** in revenue before a payout can be processed. If the minimum threshold is not reached, the earnings will roll over to the next payment cycle.
  - **Tax Compliance:** Tutors are responsible for complying with all applicable tax regulations in their country of residence. MYWASSCETUTOR will not be responsible for withholding or managing any taxes on behalf of Tutors.
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#### 6. Tutor Conduct

As a Tutor on the Platform, you agree to:

- Deliver content that aligns with the high standards and educational goals of MYWASSCETUTOR.
- Engage with students professionally and respectfully.

- Refrain from sharing personal contact information with students outside of the Platform's communication tools.
  - Follow the Platform's guidelines regarding pricing and content uploads.
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## **7. Content Review and Removal**

MYWASSCETUTOR reserves the right to:

- Review all uploaded content before making it publicly available on the Platform.
  - Remove or disable access to any content that violates these Terms and Conditions or is deemed inappropriate.
  - Suspend or terminate Tutor accounts in cases of repeated violations.
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## **8. Non-Exclusivity**

MYWASSCETUTOR does not require exclusive rights to your content. You are free to upload and sell your educational materials on other platforms, provided that doing so does not violate any agreements you have entered into with third parties.

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## **9. Data Privacy and Security**

- MYWASSCETUTOR is committed to protecting your personal information and ensuring your data is secure. The collection and use of your personal information are governed by our **Privacy Policy**.
  - As a Tutor, you are responsible for maintaining the security of your account, including your username and password.
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## **10. Indemnification**

You agree to indemnify, defend, and hold harmless MYWASSCETUTOR, its affiliates, and employees from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or related to:

- Your breach of these Terms and Conditions.
  - Your content, including but not limited to any infringement of third-party rights.
  - Your conduct on the Platform, including interactions with students.
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## **11. Limitation of Liability**

To the extent permitted by law, MYWASSCETUTOR shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of revenue, loss of profits, or data arising out of your use of the Platform or participation as a Tutor.

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## 12. Termination

- MYWASSCETUTOR reserves the right to suspend or terminate your account and remove your content if you violate these Terms and Conditions.
  - You may choose to terminate your Tutor account at any time. Upon termination, all your uploaded content will be removed from the Platform within a reasonable time frame, but MYWASSCETUTOR retains the right to continue using the content for any ongoing sales made before termination.
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## 13. Changes to Terms

MYWASSCETUTOR may update these Terms and Conditions periodically. We will notify Tutors of any material changes through email or Platform notifications. Your continued use of the Platform after the changes take effect will constitute acceptance of the revised terms.

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## 14. Governing Law

These Terms and Conditions are governed by the laws of THE REPUBLIC OF GHANA. Any disputes arising from or relating to this agreement shall be resolved in the courts of THE REPUBLIC OF GHANA.

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## 15. Intellectual Property Protection

- **Respecting Copyright:** As a Tutor, you must ensure that any content you upload does not infringe on third-party intellectual property rights. You confirm that all materials you upload, including text, images, audio, video, and any other forms of media, are your own original work or are used with the necessary permissions.
  - **Use of MYWASSCETUTOR Branding:** You may not use MYWASSCETUTOR's name, logos, or branding in any unauthorized way. Any marketing or promotional materials that reference the Platform must be approved by MYWASSCETUTOR beforehand.
  - **Copyright Infringement Notices:** If you believe that any content on the Platform infringes on your intellectual property rights, you may submit a copyright infringement notice to MYWASSCETUTOR. MYWASSCETUTOR reserves the right to investigate and, if necessary, remove infringing content.
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## 16. Compliance with Educational Standards

- **Curriculum Alignment:** All content you upload must align with the WASSCE (West African Senior School Certificate Examination) syllabus and educational standards set by the relevant educational authorities in your region.
  - **Accuracy of Content:** Tutors must ensure that all information provided is accurate, up to date, and reflects the latest knowledge and exam requirements. Misleading or incorrect content may be grounds for content removal and account suspension.
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## 17. Marketing and Promotional Guidelines

- **Self-Promotion:** While you are encouraged to promote your content, you must do so in a manner that is not misleading or exaggerated. Any promises made regarding the effectiveness of your tutorials (such as "guaranteed exam success") must be based on factual information.
  - **Use of Social Media:** Tutors may use social media and other channels to promote their content. However, you may not imply or state that MYWASSCETUTOR endorses any claims or guarantees unless you have received explicit approval from the Platform.
  - **Discounts and Offers:** Any special discounts or promotional offers for your tutorials must be coordinated with MYWASSCETUTOR. Independent pricing decisions made outside of the Platform are not permitted.
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## 18. Student Interaction and Feedback

- **Communication with Students:** You agree to communicate with students in a professional, respectful, and supportive manner. Harassment, discrimination, or unprofessional conduct will not be tolerated and may result in termination of your tutor account.
  - **Student Feedback:** MYWASSCETUTOR encourages students to leave feedback on tutorials. As a Tutor, you are expected to accept constructive criticism and use it to improve future content. You may not manipulate, delete, or solicit fake reviews.
  - **Support and Questions:** Tutors are encouraged to provide follow-up support to students via the Platform's communication tools. You may not share personal contact information with students outside the platform unless required by MYWASSCETUTOR's support team.
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## 19. Confidentiality

- **Tutor Information:** MYWASSCETUTOR may collect personal information from Tutors during the onboarding process and through interactions on the Platform. We are committed to protecting your privacy and will not disclose your personal information to third parties without your consent, except as required by law.

- **Platform Data:** As a Tutor, you will have access to certain Platform data, such as student progress, feedback, and performance analytics. You agree to keep this information confidential and use it only for the purpose of improving your tutorials.
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## 20. Dispute Resolution

- **Internal Resolution:** In the event of a dispute between you and MYWASSCETUTOR (regarding content removal, payment issues, or other matters), you agree to first seek resolution through MYWASSCETUTOR's internal dispute resolution process by contacting [Insert Contact Email].
  - **Mediation:** If internal resolution is unsuccessful, the parties agree to submit the matter to mediation before pursuing any legal remedies. The mediation will be conducted by a neutral third-party mediator chosen by mutual agreement.
  - **Jurisdiction:** Any legal disputes arising from these terms will be governed by the laws of **THE REPUBLIC OF GHANA**. You agree to submit to the exclusive jurisdiction of the courts in **THE REPUBLIC OF GHANA**.
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## 21. Platform Updates and Maintenance

- **Scheduled Maintenance:** MYWASSCETUTOR reserves the right to temporarily disable access to the Platform for scheduled maintenance, upgrades, or updates. Tutors will be notified in advance, and every effort will be made to minimize disruption.
  - **Feature Changes:** MYWASSCETUTOR may, from time to time, introduce new features or modify existing ones to improve user experience. As a Tutor, you agree to adapt your content and usage of the Platform in response to such changes.
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## 22. Tutor Termination and Account Deactivation

- **Voluntary Termination:** You may terminate your account at any time by submitting a termination request through your Tutor dashboard or by contacting customer support. Upon termination, your content will be removed from the Platform within a reasonable time frame.
- **Involuntary Termination:** MYWASSCETUTOR reserves the right to deactivate or terminate your account if:
  - You violate these Terms and Conditions.
  - You repeatedly receive negative feedback from students.
  - You engage in unprofessional conduct, as determined by MYWASSCETUTOR.
- **Refunds and Payouts:** Upon account termination, any pending revenue will be paid out to you, subject to our minimum threshold policy. MYWASSCETUTOR will not issue refunds to students for purchases made before termination unless required by law.

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### 23. Tutor Liability and Indemnification

- **Tutor Liability:** You are responsible for any legal claims, damages, or losses arising from your content, including but not limited to intellectual property infringement, inaccuracies, or misleading information.
- **Indemnification:** You agree to indemnify and hold harmless MYWASSCETUTOR and its affiliates from any claims, damages, liabilities, or expenses (including legal fees) arising out of your violation of these Terms or the rights of third parties.

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### 24. Miscellaneous

- **Entire Agreement:** These Terms and Conditions, along with any referenced policies, constitute the entire agreement between you and MYWASSCETUTOR and supersede any prior agreements or understandings.
- **Severability:** If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- **Waiver:** The failure of MYWASSCETUTOR to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

### 25. Data Protection and Privacy

- **Student Data:** As a Tutor, you will have access to certain data about students who purchase or engage with your content, including but not limited to their performance on assessments and feedback. You agree to handle this data responsibly and in compliance with applicable data protection laws, such as the GDPR (General Data Protection Regulation) and any relevant privacy regulations in the jurisdictions in which the platform operates.
- **Tutor Data:** MYWASSCETUTOR will collect, store, and process your personal information, including payment details, in accordance with our **Privacy Policy**. We will not share or sell your information to third parties without your explicit consent, except as required to process payments or by law.
- **Confidentiality:** Both parties agree to treat all information obtained during the course of their relationship, including business practices, financial information, and user data, as confidential. This confidentiality obligation remains in effect after termination of this agreement.

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### 26. Non-Compete and Exclusivity

- **Non-Compete:** As a Tutor on MYWASSCETUTOR, you agree not to upload the same or similar educational content (i.e., tutorials, courses) on other competing platforms (e.g., YouTube, Udemy, or other EdTech platforms) without explicit approval from MYWASSCETUTOR, during the active duration of this agreement.

- **Exclusivity:** While MYWASSCETUTOR does not require exclusivity for all of your educational content, any content uploaded to the platform that benefits from promotion or is tied to platform marketing campaigns shall be exclusive to MYWASSCETUTOR for a period of six (6) months following the upload date.
  - **Conflict of Interest:** You are expected to disclose any potential conflicts of interest, including any involvement with competing platforms or services, that may impact your work on MYWASSCETUTOR.
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## 27. Payment Terms and Withdrawal Policy

- **Minimum Payout Threshold:** MYWASSCETUTOR operates a minimum payout threshold of [\$XX] (to be determined by platform policy). You will not be eligible to receive payments until this minimum threshold is met. Payments will be processed on a [monthly/quarterly] basis, and payouts will be made via [specify method, e.g., PayPal, Bank Transfer].
  - **Withdrawal Timing:** Once you have reached the minimum payout threshold, you can request a withdrawal through the platform. Withdrawals may take up to 15 business days to process, depending on your payment method.
  - **Withholding Payments:** MYWASSCETUTOR reserves the right to withhold any payment due to you if:
    - There is a pending investigation regarding intellectual property disputes or violations of platform policy.
    - You have breached these Terms and Conditions.
  - **Revenue Split:** The platform operates on a 70/30 revenue-sharing model, where Tutors retain 70% of the revenue generated by the sale of their tutorials, and MYWASSCETUTOR retains 30%. This split applies to all revenue, including video tutorial sales, subscription fees, or other monetized content.
  - **Transaction Fees:** Please note that any transaction fees (e.g., PayPal or bank transfer fees) may be deducted from your earnings. MYWASSCETUTOR is not responsible for any additional fees incurred by third-party payment processors.
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## 28. Content Moderation and Removal

- **Content Review:** MYWASSCETUTOR reserves the right to review all uploaded content for quality, compliance with our educational standards, and adherence to the platform's policies. We may reject, remove, or request changes to content that:
  - Does not meet our quality standards.
  - Contains inaccuracies, false information, or is outdated.



- Violates copyright or other intellectual property laws.
  - **Content Suspension:** In cases where content is under review for violations of these Terms, MYWASSCETUTOR may suspend access to the content for students until the issue is resolved. Tutors will be notified of such actions and given an opportunity to respond.
  - **Repeat Offenders:** Tutors who repeatedly violate content policies may have their accounts permanently suspended and forfeit any pending revenue if violations are severe or persistent.
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## 29. Legal Compliance and Liability

- **Compliance with Laws:** You agree to comply with all applicable laws and regulations related to your use of the MYWASSCETUTOR platform, including intellectual property laws, data protection regulations, and consumer protection laws in the jurisdictions where you and your students are located.
  - **Tutor Responsibility:** You are responsible for ensuring that the content you provide is accurate, relevant, and suitable for students preparing for the WASSCE. MYWASSCETUTOR does not take responsibility for errors or omissions in the educational content provided by Tutors.
  - **Limitation of Liability:** To the fullest extent permitted by law, MYWASSCETUTOR shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the platform, including but not limited to loss of profits, reputation, or data.
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## 30. Termination of Agreement

- **Voluntary Termination by Tutor:** Tutors may terminate their agreement with MYWASSCETUTOR at any time by providing notice through the platform. Upon termination, all content uploaded by the Tutor will be removed from the platform within [reasonable period, e.g., 30 days].
  - **Termination by MYWASSCETUTOR:** MYWASSCETUTOR reserves the right to terminate a Tutor's account if:
    - The Tutor breaches any of these Terms and Conditions.
    - The Tutor engages in fraudulent or illegal activities.
    - The Tutor fails to maintain the quality of content expected by the platform.
  - **Effect of Termination:** Upon termination, Tutors will receive any pending revenue due, provided they have complied with the terms of the platform. Any content previously uploaded by the Tutor will no longer be available for sale or distribution.
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## 31. Tutor Representation and Warranties

- **Representation:** You represent and warrant that you have the right and authority to enter into this agreement and that you are of legal age and mental capacity to do so.
  - **Content Warranty:** You warrant that all content you upload does not infringe upon the intellectual property rights of others, and that you have the appropriate licenses and permissions to distribute any third-party materials used in your tutorials.
  - **No Agency Relationship:** You acknowledge that you are an independent contractor and not an employee, agent, or representative of MYWASSCETUTOR. This agreement does not create any agency, partnership, or joint venture relationship.
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### 32. Governing Law

- **Jurisdiction:** These Terms and Conditions shall be governed by and construed in accordance with the laws of THE REPUBLIC OF GHANA, without regard to its conflict of law provisions.
  - **Dispute Resolution:** Any disputes arising from this agreement shall be resolved through binding arbitration in [Insert Location]. The decision of the arbitrator shall be final and binding on both parties.
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### 33. Amendments and Modifications

- **Changes to Terms:** MYWASSCETUTOR reserves the right to modify these Terms and Conditions at any time. Tutors will be notified of any changes via email or platform notification. Continued use of the platform after changes are made constitutes acceptance of the revised terms.
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By checking the box below, you confirm that you have read, understood, and agree to these Terms and Conditions, including the revenue-sharing policy, intellectual property guidelines, and legal compliance obligations.

I agree to the MYWASSCETUTOR Tutor Terms and Conditions.