

WORLD CLASS EDUCATION MEMBERSHIP AGREEMENT 2019 - 2021

This World Class Education Membership Agreement will govern your participation on the online Platform. By clicking the "Accept" or similar acceptance box in any other language, you agree that the effective date of this Agreement is the date on which you click "Accept". To print a copy of this Agreement, please use your browsers print command. **PLEASE BE ADVISED THAT YOU SHOULD NOT CLICK AND ACCEPT THIS AGREEMENT ON BEHALF OF AN ENTITY UNLESS YOU HAVE BEEN AUTHORIZED TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. PLEASE BE ADVISED THAT THIS AGREEMENT IS SUPPLEMENTED BY SUPPLEMENTS ATTACHED HERETO AS APPENDICES 1 THROUGH 4 and the GDPR Addendum. PLEASE CAREFULLY REVIEW ALL SUPPLEMENTS.**

WORLD CLASS EDUCATION MEMBERSHIP AGREEMENT

This World Class Education Membership Agreement is between you ("you") and World Class Education Centre, www.wce.education, hosted and existing under the laws of the United States of America ("United States"), if your business is headquartered in, or, if you are an individual, you reside in:

- Any European Economic Area ("EEA") member state or Switzerland, this Agreement is between you and World Class Education, and for purposes of this Agreement, you will be deemed to be a "European Region World Class Education Member";
- Australia, then this Agreement is between you and World Class Education, and for purposes of this Agreement, you will be deemed to be an "Australian World Class Education Member";
- Any of the following countries: China, Hong Kong, India, Indonesia, Japan, South Korea, Philippines, Malaysia, Pakistan, Singapore, Taiwan, Thailand or Vietnam, this Agreement is between you and World Class Education. and for purposes of this Agreement, you will be deemed to be an "Asian World Class Education member";
- Brazil, this Agreement is between you and World Class Education, and for purposes of this Agreement, you will be deemed to be a "Brazilian World Class Education Member.
- Any of the following countries: South Africa, Kenya, Nigeria, Ghana, Tanzania, Morocco, Uganda, Malawi, Zambia, Senegal, Botswana or Namibia this Agreement is between you and World Class Education. and for purposes of this Agreement, you will be deemed to be an "African World Class Education Member";

If you have registered for or on behalf of an entity you are deemed to have accepted this Agreement on behalf of that entity.

This "Agreement" refers to, individually and collectively depending upon the context, this World Class Education Membership Agreement and any and all Website Policies and Guidelines or region specific payment policies, such as the Brazilian Region Payment Policies (collectively, the "World Class Education Policies") as in effect from time to time. The World Class Education Policies can be accessed by clicking <https://wce.education> and such other link that we may advise you from time to time.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Joining the World Class Education Centre and its platforms

1.1. *Registration.* To use (or continue to use) the World Class Education as a student, instructor or member, you must provide us with truthful, accurate and complete registration information. If any such information changes, you must immediately update your registration information.

1.2. *Accurate Registration Information.* World Class Education center 2019 has the right to verify the truth and accuracy of any registration information at any time. Please be advised that if any information is determined by World Class Education to be misleading, inaccurate or untruthful, World Class Education may restrict, deny or terminate your account and/or your access and use of the Offerings;

1.3. *Participation.* To join the World Class Education, you must be either an entity or an individual who is at least 18 years old and must provide at your expense your own computer equipment and internet access for instructing or learning purposes

1.4. *USE OF THE WEBSITE.* IF YOU HAVE REGISTERED IN YOUR PERSONAL CAPACITY, YOU HEREBY ACKNOWLEDGE THAT SERVICES SUCH COURSES MADE AVAILABLE BY WORLD CLASS EDUCATION AND INSTRUCTORS ARE PROVIDED FREE OF CHARGE EXCEPT, WEB HOSTING SERVICES, AND THE ONLINE LIBRARY, AND REGISTRATION FEE, AND SOLELY FOR THE PURPOSE OF FACILITATING EDUCATIONAL ACCESS AND ACADEMIC EXCELLENCE THROUGH EXCEPTIONAL MANAGEMENT AND RESOURCES, INNOVATIVE DELIVERY SYSTEMS AND STUDENT SERVICES, AND RELEVANT PROGRAMS THAT ARE LEARNER-CENTERED, SUCCESS-ORIENTED, AND RESPONSIVE TO TECHNOLOGY.. YOU FURTHER AGREE THAT WHEN USING THE NETWORK, YOU ARE ENGAGED IN BUSINESS ACTIVITY.

2. Defined Terms

2.1. The following terms have the meanings indicated:

"Instructor" means any person that can teach, owns or operates a Site and/or other business or qualification that can acquire customers or other types of end users by way of the internet.

"Content" means information, data, text, module, books, documents, software, music, sound, photographs, graphics and video.

A **"corporate affiliate"** of a person is any other person that, directly or indirectly, controls such person, is controlled by such person, or is under common control with such person, with "control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person.

An **"end user"** means an actual or potential consumer, customer, student or other natural person.

"Engagement" means any type of agreement or arrangement between you and our instructors, or in some cases, an agreement or arrangement between you and World Class Education acting on its own behalf, that can be initiated or performed on or in relation to the internet, including affiliates, performance based linking and online-to-offline tracking of tracked activities. A **"Direct Engagement"** refers to those instances in which the Engagement is directly between you and World Class Education, acting on its own behalf.

An **"entity"** means a sole proprietorship, corporation, partnership, limited liability company, trust, government agency or instrumentality or other entity recognized by law as a legal person separate from its owners.

The words **"include," "includes"** and **"including"** shall be deemed to be followed by the phrase "without limitation."

"Intellectual Property Rights" means technology, templates, designs, Sites, domains, methodologies, processes, names, strategies, marks, logos, Content, documentation, training manuals, and other materials, as well as any and all patent, trade secret, trademark, copyright, moral rights, database rights and other intellectual property and proprietary rights, whether or not registered, therein and thereto.

A **"link"** means any software, software code, programming or other technology or method (or any combination of the foregoing) that (a) creates a hyperlink between two Sites, or (b) otherwise causes a Web enabled device to display to its user a "banner," "button," text-mention, word, phrase, logo or other textual or graphical material that, when activated by an end user, results in another Site being served to such person or such person being able to electronically access, receive or obtain Content, products, services or other offerings from the linked Site.

"Website" means the online affiliate marketing network operated by World Class Education through which Instructor and students may enter into Engagements.

The phrase “**provided by Supplier**” or “**Supplier-provided**” shall, when used in relation to tools, services, resources or other offerings, encompass the provision thereof by Supplier or Supplier Related Parties.

“**World Class Education**” refers to an Online Learning Market Platform that participates in the Network and, through such participation and use of the appropriate Offerings, desires or seeks to recruit Online Instructors, Student, Customer and Network Publishers to enter into Engagements.

“**Instructor**” means a person that participates in the instruction and, through such participation and use of the appropriate Offerings, desires or makes itself available to be recruited or to enter into Engagements to display, distribute or place Qualifying Links for compensation.

“**Instructors Account Area**” means the Network Webpage(s) or other area of the Supplier Site having the URL designated from time to time by Supplier for use by Instructor for the purpose of facilitating educational access and academic excellence through exceptional management and resources, innovative delivery systems and student services, and relevant programs that are learner-centered, success-oriented, and responsive to technology. formation of qualifying links, accessing reports and otherwise participating in the Network.

“**Offerings**” means offerings provided by Supplier or any Supplier Related Parties in the form of technology, software, reports and databases, customer support, account management and other client services, symposia, summits and other educational and networking events, as well as any other tools, services, and other resources that may be provided or otherwise made available from time to time.

A “**person**” is to be broadly construed and includes any natural person or entity.

“**Personal Data**” shall have the meaning ascribed to the terms “personally identifiable information,” “personal information,” “personal data” or any equivalent term under applicable Data Protection Laws but is limited to Personal Data processed under the terms of this Agreement.

“**Platform Data**” means all data and statistics associated or generated in connection with the Network or Offerings, but excluding any data provided directly by you.

“**Prohibited Activity**” means any of the following activities: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability or any other unlawful basis under applicable law; (b) libelous, defamatory, threatening, harassing, tortious, or similarly abusive activities; (c) obscene, pornographic, sexually explicit or similar activities; (d) illegal gambling; (e) sale, export or use of illegal substances; (f) terrorism, sedition or other illegal activities; (g) offering of any MP3, MPEG and/or other proprietary materials for download, sale or otherwise, in any case without the permission of the owner of the Intellectual Property Rights or otherwise infringing the Intellectual Property Rights of any third party (h) a conflict or violation of any law, rule, regulation, self-regulatory principles, Your privacy policy, or any Intellectual Property Rights or other

rights of any person or entity; (i) harm to minors in any way; or (j) fraudulent activities or impersonation of any person, including any Supplier (or Supplier Related Parties) representative, or misrepresentation of affiliation with any person.

A **"Qualifying Link"** means any type or format of link that is provided or authorized by Supplier to be displayed, distributed or placed on or by a Site pursuant to an Engagement and which, through addition and/or use of any technology and/or methodology, can be tracked so that such Supplier or a Instructors can monitor the impressions, click-through and/or other tracked activities achieved by the display, distribution and/or placement of such link. The term "Qualifying Link" shall also refer to any equivalent link, mechanism or technology that, upon being activated, causes the same result as clicking on a Qualifying Link.

"Supplier Site" means, as the context requires, either (a) one or more Web pages, database, computer files, emails, scripts, software or other application, or other destination, together with supporting files and programming, that are on, provided, or accessible through the Web or works on or in relation to the Web, or (b) a person owning or operating any such Site, or (c) both. A person that owns or operates a Site may have offline businesses which would not preclude it from being a Site for the purposes of this Agreement.

"Supplier Related Parties" means the corporate affiliates and contractors, licensors, licensees and suppliers of each Supplier Service Provider.

A **"tracked activity"** means any type of pre-agreed or predefined activity or result that is sought by an Advertiser in relation to a Qualifying Link. The kinds of tracked activities that an Advertiser may seek to complete through such arrangements may include, by way of example, the serving of an image, impressions, click-throughs, the sale of products or services, the downloading of software, files or other items, the completion of an application, registration or other form, the opening of an account, membership enrollment, the printing of a coupon (for offline redemption) or any other kind of action, transaction or activity that can be tracked and reported upon.

"Web" or **"internet"** or **"online"** means the global computer network currently referred to as the internet, including the World Wide Web, and any and all successor networks, irrespective of what wired, wireless or otherwise connected device, platform or technology is used to access it.

3. Relationship of the Parties

In addition to and without limiting your obligations under this Agreement, your participation in the Instruction will require that you enter into Engagements. In such event, the terms and conditions of the relevant Engagement will govern your relationship with the contracting party, including your use of the Qualifying Links associated with that

Engagement, the tracked activities sought, the compensation that might become payable, and any limitations or restrictions that may apply to your promotion of a Instructor. Except for Direct Engagements, Supplier is not a party to the Engagement and, unless otherwise expressly agreed in writing, has no obligation to you with respect to any such Engagement. Supplier will disclose to you in the terms of the Engagement or otherwise whether the Engagement is a Direct Engagement. In case of any dispute as to whether the Engagement is a Direct Engagement, Supplier's determination of the matter shall control and be binding on the parties.

4. Participation

4.1. *Participation.* Subject to the terms and conditions in this Agreement, you have joined the World Class Education Platform as Instructor or Student and may use the Offerings made available to you. Your participation is purely voluntarily, and you may terminate your participation at any time. Neither Supplier nor any Instructor shall be construed or deemed as having solicited, requested or procured you or your services to promote World Class Education or any Instructors or its respective trade or business, or goods, products, property, or services.

4.2. *Not a Supplier, etc.* Except as otherwise outlined herein, you are not and shall not, at any time, be deemed to be a vendor, supplier or provider of goods or services to Supplier. Your participation in the World Class Education Platform, use of any Offerings or receipt of payment of any compensation under any Engagement shall not be construed or be deemed to be an inducement for, solicitation of you to provide any products or services.

4.3. *Prohibited Activities.* In respect of or in relation to any Site (or portion thereof) used by you in connection with your participation in the World Class Education, you may not engage in any activity that is or constitutes, or that involves, facilitates, advocates or promotes any Prohibited Activity.

5. Qualifying Links

5.1. *Use of Qualifying Links.* Each Qualifying Link used by you must include, in unaltered form, the Supplier tracking code in the manner and format made available or otherwise dictated by Supplier.

5.2. *Valid Referrals Only.* You will place or use Qualifying Links only with the intention of delivering the agreed upon tracked activities. You may not, nor knowingly permit any

person to, activate or attempt to activate a Qualifying Link or inflate or attempt to inflate the amount of any sought-after or resulting tracked activities, including but not limited to the use of any method or technology that does not actually deliver an end user to the destination Site associated with such Qualifying Link.

5.3. *Final and Binding Determinations.* Supplier's determination as to whether a tracked activity resulted from a Qualifying Link shall be final and binding on you.

5.4. *Distribution of Qualifying Links.* If you currently distribute, or plan to distribute, Qualifying Links on, to or through Sites other than those owned or operated by you, you hereby agree (i) that upon Supplier's request from time to time, you will provide Supplier a list of Sites that are not owned or operated by you (together with any reasonably requested information about any such Sites) where Qualifying Links (and associated materials) have been, or are planned to be distributed and/or used, and (ii) to provide prompt and reasonable cooperation to Supplier in responding to any requests, complaints, claims or other issues raised by any World Class Education Member regarding where and how such Qualifying Links are distributed and/or used, including ceasing further distribution of such Qualifying Links (and associated materials), as appropriate. You agree that you will be liable for any breach of this Agreement that results from an act or omission of any third-party Site that you use to display Qualifying Links. Supplier reserves the right to prohibit you from distributing Qualifying Links to or displaying Qualifying Links on third party Sites.

5.5. *No Modification, Etc. of Qualifying Links.* You agree that you will not modify, circumvent, impair, disable or otherwise interfere with any tracking codes and/or other technology and/or methodology required or made available by Supplier and/or the Instructor to be used in connection with your use of any Offerings, including the promotion and display of Qualifying Links. You further agree that you may not create your own Qualifying Links unless specifically authorized to do so by the relevant World Class Education Member or Supplier, in which case you agree to comply with any of the World Class Education or Supplier applicable terms and conditions.

5.6 *Revisions.* You will have access to Offerings made available by World Class Education, including reports that detail tracked activities generated by your Site and any corresponding commissions that you have earned. Supplier reserves the right to revise any report made available to you at any time if we (or a World Class Instructor) believe that the report contains an error or omission or otherwise requires an adjustment. Since the reports Supplier provides to you and World Class Education Online Platform. You agree and acknowledge that in the event of any discrepancies arising out of your or any third party's measurements or tracking, Supplier's reports will control, including, without limitation, with respect to the compensation or commissions due to you.

5.7 *Errors*. If you believe that any reports for any month contains errors in the data about an Engagement you must, using the contact information provided by the Instructors and Supplier in the Network Publisher Account Area, notify that World Class Education (with a copy to Supplier) or Supplier directly in the case of a Direct Engagement, within ten (10) days after the end of that month or any shorter period in relevant Engagement so that, if possible, the matter may be resolved. Except for Direct Engagements, any dispute between you and a Instructor about any error you report must be resolved by you and that Instructor. Except for Direct Engagements, in the event World Class Education is in receipt of funds from an instructor for the purpose of paying commissions to you, and a dispute arises between you and the Instructor regarding the amount of the funds that are due, or regarding who is entitled to receive the funds that are due, World Class Education will be entitled to hold or return such funds to the, and to decline to offer further services until such dispute is resolved and Supplier is notified, in writing, by all parties, that payments should resume. You agree that Supplier shall have no obligation and incur no liabilities to you in connection with any such dispute.

5.8. *European Privacy Laws*. "EU Privacy Laws" means the European Union General Data Protection Regulation ("GDPR"), the European Union Directive on Privacy and Electronic Communications (the ePrivacy directive) and any local implementing laws, including any subsequent legislation replacing or amending any such laws from time to time. Note that European Privacy Laws may apply to you if (i) you operate from an EEA member state or Switzerland; or (ii) you market to or target individuals in an EEA member state or Switzerland; or; (iii) you collect or otherwise process any Personal Data (as such term is defined under GDPR) from users in EEA member states or Switzerland. If any of the foregoing apply or you are otherwise subject to EU Privacy Laws then you hereby represent, warrant, covenant and agree that you will (a) comply with EU Privacy Laws and all of the obligations set forth in the **General Data Protection Regulation Addendum** ("GDPR Addendum") which is incorporated by reference herein and available at <https://rakutenadvertising.com/legal-notices/gdpr-addendum-to-pma> as modified by us from time to time; (b) inform end users in a prominent manner of their rights under EU Privacy Laws and that you use tracking devices and cookies for advertising purposes, including Interest-Based Advertising; and (c) obtain end user consent to place tracking devices, such as cookies (including those enabled by Supplier at your request on your behalf) on such end users' computers and internet enabled devices and provide information regarding the removal of such tracking devices. Further you will share such consent with Supplier in the manner set forth in the GDPR Addendum.

If you determine that EU Privacy Laws do not apply to you, then you shall provide Supplier with your analysis concluding the same or, provide detailed information regarding the specific steps you take to ensure that individuals located in the EU do not visit your Site via our services and technology.

5.9. *Brazilian Privacy Laws.* If you operate from Brazil or your sites receives or targets end users located in Brazil, you are subject to the Lei Geral de Proteção de Dados (LGPD – law 13.709/18), (“Brazilian Privacy Law”), which, among other things, establishes rights for end users and creates a series of obligations for the providers of internet applications and connections, principally as a means of guaranteeing freedom of expression and privacy for users and you agree to comply with the Brazilian Privacy Law. You further agree that:

a. You will not collect, use or store any information or data about an end user without first obtaining that end users express authorization in accordance with the Brazilian Privacy Law.

b. Any use by you of Qualifying Links as described in this Agreement shall comply with the Brazilian Privacy Law.

c. You will obtain the express authorization of end users to collect, use or share that end users’ data, including authorization to use third parties to collect, use or share such information on your behalf.

d. You obtain consent of end users to place tracking devices, such as cookies (including tracking devices enabled by Supplier at your request on your behalf) on such end users’ computers, including where required, information regarding the option to opt-out or remove cookies/tracking devices to the extent required under the Brazilian Privacy Law.

e. You shall take additional measures to comply with any provisions of the Brazilian Privacy law limiting the transmission of unsolicited commercial email.

5.10 *California Privacy Law.* The collection of Personal Data that occurs as part of your participation in the World Class Education Platform will require disclosures regarding the collection, use and sale of end user personal information that are triggered when a user accesses links or courses on our site, and may involve your sale of Personal Data to Supplier governed by the California Consumer Privacy Act of 2018 and its implementing regulations, as may be amended from time-to-time (collectively, the “CCPA”). The requirements set forth in this section are effective starting January 1, 2020:

a. you hereby represent, warrant and covenant that you will provide the required notice and opt-out links specified by Supplier, or as otherwise agreed by you and Supplier;

b. if you operate a subnetwork, you represent, warrant and covenant that you will require participants in your subnetwork to provide the required notice and opt-out links specified by Supplier, or as otherwise agreed by you and Supplier;

c. if you qualify as a business under the CCPA, then you hereby represent, warrant, covenant and agree that (i) you will provide end users disclosures required for the parties to collect, receive, disclose, use and sell Personal Data under the terms of this Agreement in accordance with the CCPA; and (ii) to the extent an end-user properly executes their

right under the CCPA to opt-out of the sale of Personal Data about them, you will promptly communicate the opt-out to Supplier using the specifications identified by Supplier; (iii) once Supplier processes any such opt-out, you agree that Supplier will be a service provider to you with respect to any Personal Data processed about that end user under the terms of this Agreement. As a service provider, Supplier shall not collect, retain, use, sell or otherwise disclose any relevant Personal Data for any purpose other than as required by applicable law or for the specific purpose of performing the services specified in this Agreement, including the processing of Personal Data to improve the advertising services made available to you by Supplier.

If you determine that CCPA does not apply to you, then you shall provide Supplier with your analysis concluding the same or, provide detailed information regarding the specific steps you take to ensure that individuals residing in California do not visit your Site via our services and technology.

If you fail to comply with the requirements of this section, Supplier reserves the right to suspend payments that Supplier reasonably believes is related to actions by a California resident, or to suspend or terminate your account pursuant to Section 20 of this Agreement.

8. Your Obligations You hereby represent, warrant, covenant, undertake and agree as follows:

- a. You have the legal right to conduct any business conducted by you including in respect of any Site(s) participating in the Network and to the extent that you are an individual, you are at least eighteen years of age; and
- b. Any and all information you provided as part of the registration process or otherwise is and shall be truthful, accurate and complete, irrespective of any independent verification or other determination made by Supplier; and
- c. This Agreement has been duly and validly authorized, accepted, executed and delivered by you (or your authorized representative) and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; and
- d. The performance by you of this Agreement and any Engagement to which you are or become a party does not and will not conflict with or violate (i) any law, rule, regulation, order, judgment, decree, agreement or instrument applicable to you, and (ii) if you are an entity, any provision of your certificate of incorporation or other organizational documents.

6. Non-Disclosure

6.1. *Confidential Information.* You acknowledge that in connection with your participation in the World Class Education Platform and/or in one or more Engagements you will be provided with confidential and proprietary data and information from time to time. Such confidential and proprietary data and information may be owned variously by World Class

Education Center or Instructors and/or its or their suppliers or contractors and affiliates. Confidential information of World Class Education Center includes but is not limited to information about tracked activities contained in reports, non-public information about courses and software code made available to you by World Class Education to facilitate your participation in the dashboard.

6.2. *Duty of Care.* You will keep confidential information, including reports, data and other information provided to you through the student or instructor Account Area or otherwise strictly confidential. Without World Class Education's prior written consent, you will not disclose any such confidential information to any third party or use any such confidential information other than solely as and to the extent required for you to perform under this Agreement and/or your Engagements.

6.3. *Need to Know Basis.* You may disclose any personal confidential information and emails sent to you by world class education only to your employees, officers, directors, lawyers or business advisors who need to know such information in order to perform their respective duties; provided that each such person has a legal or contractual obligation to maintain the confidentiality of such information.

6.4. *Legally Required Disclosures.* If you receive any document request, interrogatory, subpoena or other legal process ("Request") that would, by its terms, require the disclosure of any confidential information protected by this Agreement, then promptly upon receipt thereof, and prior to making any response thereto, you will, unless otherwise prohibited by law or an order of a competent court, notify World Class Education Center in writing of your receipt of such Request, and shall provide a copy thereof. Upon receipt of such notice, World Class Education Center may seek to intervene in the matter in which the Request was issued to seek protection of the confidentiality provided for by this Section. Absent written agreement signed by World Class Education, you may not make such disclosure absent an order or directive from the tribunal from which a Request was issued. World Class Education Center will be entitled to seek and obtain injunctive relief preventing any breach of your obligations under this Section, without the need to show irreparable harm, and without the need to post a bond or undertaking.

6.4 Logging Required. If you receive any document from World Class Education, with valid login details, You are forbidden to share your passwords and login user name and any other information in your dashboard.

7. Payment; Fees

7.1. *Instructors Responsible for Payment.* Except for Direct Engagements: You acknowledge and agree that (a) your entitlement to any compensation reported with respect to any tracked activity (including if reported) is solely a function of the terms of your Engagement with the relevant Instructors and that such Instructors is solely responsible for its payment;

(b) World Class Education is not liable or responsible for payment or collection even if World Class Education performs the function of processing payments to you on behalf of Instructors; (c) your entitlement to any compensation reported with respect to any tracked activity is subject to World Class Education's receipt of funds from the Instructors associated with the Engagement giving rise to the purported compensation; and (d) in the case of a Direct Engagement any compensation due to you is ultimately determined, and payable, by World Class Education.

7.2 Facilitating Payments. For your Engagements with World Class Education, World Class Education may remit payments for commissions or other payment obligations owed to you through World Class Education Platform. World Class Education, as a service to Instructors, has agreed to remit such monies to you or, in the case of any adjustments for errors or otherwise under the Engagement with the World Class, return all or a portion of the monies to the Instructors. You acknowledge and agree that such payments are made to and for the benefit of you only, and not to, or for the benefit of, or for the account of World Class Education, and not for or on account of any debt of the World Class Education. You also acknowledge and agree that with respect to your Engagements with World Class Education, World Class Education is merely facilitating payments between the Instructors and its students and that World Class Education is merely a conduit for such Instructors payments to you. World Class Education agrees that it will not use any monies for such payments to you for World Class Education's own use or purposes except for the charges and/or offsets that you have agreed to in this Agreement. You agree that World Class Education shall have no liability to you for performing the function of processing payments from Instructors and you under Engagement.

8. Instructor and student Terms

8.1 When you sign up to become an instructor on the World Class Education Platform, you agree to abide by these Instructor Terms ("**Terms**"). These Terms cover details about the aspects of the World Class Education Platform relevant to instructors and are incorporated by reference into our [Terms of Use](#), the general terms that govern your use of our Services. Any capitalized terms that aren't defined in these Terms are defined as specified in the Terms of Use.

As an instructor, you are contracting directly with World Class Education Platform (Hosted in the United States), regardless of whether another World Class Education Center subsidiary facilitates payments to you.

1. Instructor Obligations

As an instructor, you are responsible for all content that you post, including lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, and announcements ("**Submitted Content**").

You represent and warrant that:

- you will provide and maintain accurate account information;
- you own or have the necessary licenses, rights, consents, permissions, and authority to authorize World Class Education Platform to use your Submitted Content as specified in these Terms and the Terms of Use;
- your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the Services; and
- you will respond promptly to students and ensure a quality of service that corresponds with the standards of your industry and instruction services in general.

8.2 You warrant that you will not:

- post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- use the Services for business other than providing tutoring, teaching, and instructional services to students;
- engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording;
- frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services;
- impersonate another person or gain unauthorized access to another person's account;
- interfere with or otherwise prevent other instructors from providing their services or courses; or
- abuse World Class Education Platform resources, including support services.
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2. License to World Class Education Platform

You grant World Class Education Platform the rights detailed in the [Terms of Use](#) to offer, market, and otherwise exploit your Submitted Content, and to sublicense it to students for these purposes directly or through third parties. This includes the right to add captions or otherwise modify content to ensure accessibility.

Unless otherwise agreed (including within our [Promotions or Scholarship Policy](#)), you have the right to remove all or any portion of your Submitted Content from the Services at any time. Except as otherwise agreed, World Class Education Platform's right to sublicense the rights in this section will terminate with respect to new users 60 days after the Submitted Content's removal. However, (1) rights given to students before the Submitted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) World Class Education Platform's right to use such Submitted Content for marketing purposes shall survive termination.

We may record all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services. You grant World Class Education Platform permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Submitted Content, or World Class Education Platform's content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

9. Trust & Safety

9.1 Trust & Safety Policies

You agree to abide by World Class Education Platform's [Trust & Safety policies](#), [Restricted Topics policy](#), and other course quality standards or policies prescribed by World Class Education Platform from time to time. You should check these policies periodically to ensure that you comply with any updates to them. You understand that your use of the Services is subject to World Class Education Platform's approval, which we may grant or deny at our sole discretion.

We reserve the right to remove courses, suspend payouts, and/or ban instructors for any reason at any time, without prior notice, including in cases where:

- an instructor or course does not comply with our policies or legal terms (including the Terms of Use);
- a course falls below our quality standards or has a negative impact on the student experience;

- an instructor engages in behavior that might reflect unfavorably on World Class Education Platform or bring World Class Education Platform into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates World Class Education Platform's policies; or
- as determined by World Class Education Platform in its sole discretion.

9.2 Co-Instructors and Teaching Assistants

The World Class Education Platform allows you to add other users as co-instructors or teaching assistants for courses that you manage. By adding a co-instructor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your World Class Education Platform account and courses. World Class Education Platform is not able to advise on any questions or mediate any disputes between you and such users. If your co-instructors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your Course Management settings as of the date of the purchase.

9.3 Relationship to Other Users

Instructors and Students don't have a direct contractual relationship with between themselves, so the only information you'll receive about students or Instructors is what is provided to you through the Services. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the World Class Education Platform, and that you won't solicit additional personal data or store students' personal data outside the World Class Education Platform. You will indemnify World Class Education Platform against any claims arising from your use of students' personal data.

World Class education Center does not exist as a University, but as an online training platform for recognized and registered Universities and individuals with different associations across the globe. Our job is to make sure that we continue to provide the best e-learning global market place.

Note that students studying at World Class Education Center are not restricted from subscribing for exams with their preferred examining bodies or recommended by World Class Education Center.

Exam subscription will be made directly to your preferred examining body or recommended body and World Class Universities across the globe.

Kindly note that World Class Education Center does not control or regulate terms and conditions set by any of the examining bodies you choose to write with.

Practicum

Students who intend to do practical or industrial attachment, or internship will be given a letter of recommendation by World Class Education as proof of study in their respective programs.

9.4 Anti-Piracy Efforts

We partner with anti-piracy vendors to help protect your courses from unauthorized use. To enable this protection, you hereby appoint World Class Education Platform and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your courses, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant World Class Education Platform and our anti-piracy vendor's primary authority to file notices on your behalf to enforce your copyright interests.

You agree that World Class Education Platform and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to piracy@wce.education with the subject line: "Revoke Anti-Piracy Protection Rights" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

10. Pricing

10.1 Price Setting

When creating a course, you will be prompted to select a base price ("**Base Price**") for your course from a list of available price tiers depending on your location. Alternatively, you may choose to offer your course for free for free which can be given to student on scholarship. As a premium instructor, you will also be given the opportunity to participate in certain promotional programs under the terms of our Promotions Policy ("**Promotional Programs**").

If you do not opt to participate in any Promotional Programs, we will list your course for the Base Price or the closest local or mobile app equivalent (as detailed below).

When a student purchases using a foreign currency, we will convert the relevant Base Price or Promotional Program price into the student's applicable currency using a system-wide foreign currency conversion rate set by World Class Education Platform and fixed periodically into a table of corresponding price tiers by currency ("**Price Tier Matrix**"). Since the [Price Tier Matrix](#) is fixed, those conversion rates may not be identical to the applicable market rate in effect when a transaction is processed. We reserve the right to update the Price Tier Matrix at any time.

When a student purchases through a mobile application, the mobile platform provider's pricing matrix will control, and we will choose the price tier closest to the applicable Base

Price or Promotional Program price. Because mobile platforms impose their own currency conversion rates, conversions for mobile app prices may not match the conversions in the Price Tier Matrix.

You give us permission to share your courses for free with our employees, with selected partners, and in cases where we need to restore access accounts who have previously purchased your courses. You understand that you will not receive compensation in these cases.

10.2 Transaction Taxes

If a student purchases a product or service in a country that requires World Class Education Platform to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("**Transaction Taxes**"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due. For purchases through mobile applications, applicable Transaction Taxes are collected by the mobile platform (such as Apple's App Store or Google Play).

10.3 Scholarship and Promotional Programs

World Class Education Platform offers several optional marketing programs (Scholarship and Promotional Programs) in which you can choose to participate, as detailed in our [Scholarship and Promotions Policy](#). These programs can help increase your revenue potential on World Class Education Platform by finding the optimal price point for your courses and promoting them through additional marketing channels.

There is no up-front cost to participate in these programs, and you can modify your participation status at any time, though changes you make will not apply to currently active campaigns.

11. Payments

11.1 Revenue Share

When a student purchases your course, we calculate the gross amount of the sale as the amount actually received by World Class Education Platform from the student ("**Gross Amount**"). From this, we subtract any Transaction Taxes, any mobile platform fees applied to mobile application sales, a 3% administrative and handling fee (except in Japan, where we subtract a 4% fee) for any non-mobile-app sales, and any amounts paid to third parties in connection with the Promotional Programs to calculate the net amount of the sale ("**Net Amount**").

If you have not opted into any of World Class Education Platform's optional Scholarship Promotional Programs, your revenue share will be 50% of the Net Amount less any applicable deductions, such as student refunds. If we change this payment rate, we will provide you 30 days' notice using prominent means, such as via email or by posting a notice through our Services.

If you opt into any of the Scholarship and Promotional Programs, the relevant revenue share may be different and will be as specified in the [Scholarship and Promotions Policy](#).

World Class Education Platform makes all instructor payments in U.S. dollars (USD) regardless of the currency with which the sale was made. We will assume transaction processing fees, excluding foreign currency conversion fees and wiring fees. Your revenue report will show the sales price (in local currency) and your converted revenue amount (in USD).

11.2 Receiving Payments

For us to pay you in a timely manner, you must own a PayPal, Bank transfer or Western union account in good standing and must keep us informed of the correct email associated with your account. You must also provide any identifying information or tax documentation (such as a W-9 or W-8) necessary for payment of amounts due, and you agree that we have the right to withhold appropriate taxes from your payments. We reserve the right to withhold payments or impose other penalties if we do not receive proper identifying information or tax documentation from you. You understand and agree that you are ultimately responsible for any taxes on your income.

Depending on the applicable revenue share model, payment will be made within 45 days of the end of the month in which (a) we receive the fee for a course or (b) the relevant course consumption occurred.

As an instructor, you are responsible for determining whether you are eligible to be paid by a U.S. company. We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

If we cannot settle funds into your payment account after the period of time set forth by your state, country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

11.3 Refunds

You acknowledge and agree that students have the right to receive a refund, as detailed in the [Terms of Use](#). Instructors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use.

If a student asks for a refund after we have paid the relevant instructor payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the instructor or (2) where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund any amounts refunded to students for the instructor's courses.

12. Trademarks

12.1 While you are a published instructor and subject to the requirements below, you may use our trademarks where we authorize you to do so.

YOU MUST:

- only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish (such as our [Instructor Badge Guide](#));
- only use our trademarks in connection with the promotion and sale of your World Class Education Platform courses or your participation on World Class Education Platform; and
- immediately comply if we request that you discontinue use.

YOU MUST NOT:

- use our trademarks in a misleading or disparaging way;
- use our trademarks in a way that implies that we endorse, sponsor, or approve of your courses or services; or
- use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

13. Sanctions and Export Laws

13.1 You warrant that you aren't restricted from using the Services under U.S. sanctions or export laws (as an individual or as an officer, director, or controlling shareholder of any entity on whose behalf you use the Services). If you become subject to such a restriction while you are subject to these Instructor Terms, you will notify World Class Education Platform within 24 hours, and we will have the right to terminate any further obligations to you, effective immediately and with no further liability to you (but without prejudice to your outstanding obligations to World Class Education Platform). You will not use the Services to conduct or facilitate any transaction with any other individual or entity subject to such a restriction. You may not remove, export, or allow the export or re-export of the Services (or any product thereof, including technical data) outside the U.S. in violation of any restrictions, laws, or regulations of the U.S. or any other applicable country.

13.2. Deleting Your Account

Instructions on how to delete your instructor account are available [here](#). We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your courses, your name and that Submitted Content will remain accessible to those students after your account is deleted. If you need help or encounter difficulty deleting your account, you can contact us via our [Support Center](#).

14. Miscellaneous Legal Terms

14.1 Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and World Class Education Platform reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

14.2 Translations

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

14.3 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

14.4 Survival

The following sections shall survive the expiration or termination of these Terms: Sections 2 (License to World Class Education Platform), 3.3 (Relationship to Other Users), 5.2 (Receiving Payments), 5.3 (Refunds), 8 (Deleting Your Account), and 9 (Miscellaneous Legal Terms).

15. How to Contact Us

The best way to get in touch with us is to contact our [Support Team](#). We'd love to hear your questions, concerns, and feedback about our Services.