

*These Instructor Terms were last updated September 28, 2023.*

## **Instructor Terms and Conditions**

If you sign up as an instructor on [www.aptlearn.io](http://www.aptlearn.io), these instructor terms and conditions ("**Instructor Terms**") contain the terms and conditions of your participation as an instructor through the services of aptLearn Limited. It is a binding agreement between you and aptLearn Limited and is incorporated by reference in the terms of Use ("**Terms of Use**") of aptLearn Limited.

## **Agreement**

As an Instructor, You are contracting directly with aptLearn Limited. Additionally, although we may utilize other aptLearn Limited subsidiaries to facilitate your payments, Your contract remains between You and aptLearn Limited.

## **Relationship with students**

Instructors shall not have a direct contractual relationship with students. The only information you will receive about the students is the one provided through the services ("Student-related data"). The Instructor is responsible for good use of student-related data. The Instructor must understand and accept that aptLearn Limited reserves the right to undertake the corresponding legal actions for any problems arising from using student-related data.

## **Obligations**

As an Instructor, You represent, warrant, and covenant that:

1. You will visit aptLearn Limited and complete the Instructor profile, and if You choose to charge fees for Your Courses, You will also need to agree again to the pricing terms which are presented to you during the paid Course creation process;
2. You will be responsible for all of Your Submitted Content. You further agree that You own or have the necessary licenses, rights, consents, and permissions, and the authority to authorize aptLearn Limited to reproduce, distribute, publicly perform (including utilizing a digital audio transmission), publicly display, communicate to the public, promote, market and otherwise use and exploit any of **Your Submitted Content** on and through the Services in the manner contemplated by these Instructor Terms;
3. No Submitted Content shall infringe or misappropriate any intellectual property right of a third party;
4. You have the required qualifications, credentials, and expertise, including, without limitation, education, training, knowledge, and skill sets, to teach and offer the services You offer on Your Course and through the Services;

5. You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory, or libelous content or information;
6. You will not upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation (commercial or otherwise) through the Services or to any User;
7. You will not use the Services for any business other than for providing tutoring, teaching, and instructional services to Students;
8. You will not engage in any activity that will require aptLearn Limited to obtain any licenses from or pay any royalties to any third party, including, by way of example and not limitation, the payment of royalties for the public performance of any musical works or sound recordings;
9. You will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with Company Content and/or the Services or operations thereof, except as permitted in these Instructor Terms;
10. You will not frame or embed the Services in a manner to embed a free version of your course or other similar functionality intended to circumvent the Services;
11. You will not impersonate another person or gain unauthorized access to another person's Account;
12. Your use of the Services are subject to aptLearn Limited's approval, which we may grant or deny at our sole discretion;
13. You will not introduce any virus, worm, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Services;
14. You will not interfere with or otherwise prevent other Instructors from providing their services or Courses;
15. You will maintain accurate Account information;
16. You shall respond promptly to Students and ensure a quality of service commensurate with the standards of Your industry and instruction services in general;
17. You are over the age of 18 or, if not, you are between the ages of 13 and 17. A third-party parent or legal guardian has agreed to these Instructor Terms and all other of Our terms and policies as shall be posted on Our Services from time to time and will assume responsibility and liability for Your performance and compliance hereunder.

## **Submission of Content**

In connection with registering for and using the Service, you agree

(i) to provide accurate, current, and complete information about you and your organization as requested by aptLearn Limited;

(ii) to maintain the confidentiality of your password and other information related to the security of your Account;

(iii) to maintain and promptly update any registration information you provide to aptLearn Limited, to keep such information accurate, current and complete; and

(iv) to be fully responsible for all use of your Account and for any actions that take place through your Account.

## Pricing, Revenue Share & Payouts

Upon submission of content for sale on the aptLearn platform, instructors are required to create at least one free course. Only after creating a free course will instructors be prompted to select a base price for subsequent paid content from a list of available price tiers. Alternatively, instructors may choose to offer their paid content for free. If an instructor wishes to make their first paid content available for purchase without first creating a free course, they may contact the Course Review team for approval.

Unless and until aptLearn makes changes to these terms, **the highest amount that an instructor may charge for a course on the aptLearn platform is 20 GBP (£20)**. This amount may be lower, but instructors who believe that their course is comprehensive enough to warrant a higher price may contact aptLearn support for further discussion. Any course with a price above the stated price without prior approval from aptLearn may be rejected.

### Revenue Share

- When a student purchases your Submitted Content, we calculate the gross amount of the sale as the amount actually received by aptLearn from the student ("Gross Amount").
- From this, we subtract any Transaction Taxes, any mobile platform fees applied to mobile provider checkout sales, a service and processing fee for any non-mobile provider checkout 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 aptLearn's optional Promotional Programs, **your revenue share will be 55% of the Net Amount.**
- If we change this payment rate, we will provide you with a 28-day notice using prominent means, such as via email or by posting a notice through our Services.
- If you opt into any of the Promotional Programs, the relevant revenue share may be different and will be as specified in the Promotions Policy.
- aptLearn is not responsible for your foreign currency conversion fees, wiring fees, or any other processing fees that you may incur.
- Your revenue report will show the sales price (in local currency) and your converted revenue amount (in GBP).

### Payouts

To be eligible for payout, an **instructor must have accrued a balance of at least 50 GBP** or its local currency equivalence. Payouts will be processed within seven (7) days of withdrawal request. aptLearn reserves the right to withhold payout of funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

## **License to aptLearn Limited**

You hereby grant aptLearn Limited a non-exclusive right and license to reproduce, distribute, publicly perform, offer, market, and otherwise use and exploit the Submitted Content through the Services and sublicense it to Users for these purposes directly or through third parties owned by aptLearn Limited (i.e., other marketplaces). For more information on how we may use Submitted Content, please visit Our Privacy Policy. Notwithstanding the foregoing, and subject to the Instructor Terms, if you are an Instructor unless specifically stated otherwise, You have the right to remove all or any portion of Your Submitted Content from the Services at any time. Removal of Your Submitted Content will terminate the foregoing license and rights sixty (60) days after such removal as to new Users, provided, however, that any rights given to Users before that time will continue in accordance with the terms granted to such Users.

You hereby agree that We may record all or any part of any Courses (including voice chat communications) for quality control and delivering, marketing, promoting, demonstrating or operating the Services. You hereby grant aptLearn Limited permission to use Your name, likeness, image or voice in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, Courses, Company Content and Submitted Content and waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection therewith, to the extent permissible under applicable law.

As an instructor, you acknowledge and agree that your course will not be published on Our platform without approval and that if your course does not meet certain standards, it will be refused publication. In this event, you will receive an email from a member of our team explaining the reasons for the refusal to publish.

### **You must:**

only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish;  
only use our trademarks in connection with the promotion and sale of your Submitted Content available on aptLearn Limited or your participation on aptLearn Limited; 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 submitted content 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.

### Delete your Account

Instructions on how to delete your instructor account. 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 submitted content, your name and that submitted content may remain accessible to those students after your Account is deleted. If you need help or encounter difficulty deleting your Account, you can contact us.

## Instructor feedback, ratings and Service

aptLearn Limited may display feedback ratings for Instructors. These ratings are not a reflection of our endorsement or criticism of the Instructor. We make no statements or claims about the quality of Service provided by the Instructor listed on our website, nor do we check or guarantee their experience or credentials.

## Expand your reach

Once you publish your course, you can grow your student audience and make an impact with the support of aptLearn Limited's marketplace promotions and also through your own marketing efforts. Together, we'll help the right students discover your course.

## Trademarks

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

## 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 aptLearn Limited 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.

## Contacting us

If you would like to contact us to understand more about these Terms or wish to contact us concerning any matter relating to terms and conditions, you may do so by using the [Contact Us](#) form.