## **Terms of Service for Students and Parents:**

- 1. The Program runs strictly on a volunteer basis, and Blue Owl Learning is not an employment service.
- 2. In the event that a student or tutor altercation occurs during a tutoring session, a thorough investigation will be completed to identify what happened by accessing the recording of the session and using witness testimony of the altercation in question before any conclusions are drawn.
- 3. If a Student is being disrespectful towards the tutor then the student will receive a warning, if they continue to be disrespectful then they will be muted for the remainder of the session and their supervisors will be contacted following the session.
  - a. If the student says anything widely inappropriate during the sessions they will be muted and there will be repercussions for their actions
  - b. Obligations of the Student:
    - i. The Student will provide information to the Tutor to assess and identify subject areas that the Student requires specific tutoring.
    - ii. The Student agrees to provide their own materials needed for each tutoring session (i.e., notebook, writing instruments, computer, etc.).
    - iii. The Student agrees that assignments, exercises or homework form an integral part of tutoring and commits to completing such work thoroughly and promptly.
- 4. The student and tutor will have no attempt to contact one another outside of the classroom. Nothing can be exchanged between the student and tutor other than the educational resources that are used during the meeting.
- 5. Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.
- 6. You acknowledge that you will be contacted regarding information and important updates with Blue Owl Learning.
- 7. You acknowledge that by clicking on the "I Accept", "Submit", "Request Tutoring Info", or similar button on any forms, you are indicating your intent to sign the relevant document or record and that this shall constitute your signature.
- 8. For any academic source materials such as textbooks and workbooks which you submit to us in connection with our online tutoring services, you represent and warrant that you are entitled to upload such materials under the "fair use" doctrine of copyright law. In addition, if you request that our system display a representation of a page or problem from a textbook or workbook, you represent and warrant that you are in proper legal possession of such textbook or workbook and that your instruction to our system to display a page or problem from your textbook or workbook is made for the sole purpose of facilitating your tutoring session, as "fair use" under copyright law.
- 9. You agree that we may record all or any part of any live online classes and tutoring sessions (including voice chat communications and videos) for quality control and other purposes. You agree that we own

- all transcripts and recordings of such sessions, and you hereby irrevocably assign to us all rights in all such transcripts and recordings.
- 10. You agree that you will not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the program or the program's products or services (such as videos), or any content thereof, or make unauthorized use thereof. Videos that are uploaded by Blue Owl Learning are for viewing/educational purposes only and the redistribution of these videos is not allowed.
- 11. You agree that you will treat our online tutors and instructors with respect and not use obscenities in the online classroom, lie about false emergencies, make threats or discuss personal matters or matters other than those related to the subject for which you seek help. You agree that you will not disclose any information to your online tutor or instructor that could be considered personally identifiable information, such as your address, telephone number, email address, social security number, or any other information that could be used to identify or locate you. Similarly, you agree that you will not solicit any such information from any online tutor or instructor and agree that if any online tutor or instructor ever discloses such information to you, asks you for any personal information, or suggests any offline meeting or conversation, you agree to immediately report this to us by phone and/or in writing. You agree not to use the program to recruit, solicit, or contact in any form tutors or instructors for employment or contracting for a business not affiliated with us without our advance written permission.
- 12. We reserve the right, at our sole discretion, to modify any portion of these Terms and Conditions at any time. Changes in these Terms and Conditions will be effective after you have been notified. Continued participation in the program will be considered acceptance of those changes. In the case that the Terms and Conditions are modified, you [the parent/guardian] will be alerted.