

# **EduGlean Terms of Use**

*Effective Date: March 1, 2026*

These Terms of Use ("Terms") govern your access to and use of the EduGlean website, and related services (collectively, the "Platform"). The Platform is operated by EduGlean ("EduGlean," "we," "us," or "our").

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

**IMPORTANT NOTICE: THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER IN SECTION 17 THAT AFFECT YOUR LEGAL RIGHTS.**

## **1. Who These Terms Apply To**

In these Terms, "you" and "User" means any person or entity that accesses, browses, registers for, or uses the Platform, including students seeking tutoring services ("Students"), tutors offering tutoring services ("Tutors"), and any parent or legal guardian using the Platform on behalf of a minor.

## **2. What EduGlean Provides**

EduGlean is an online learning platform that helps Students find and connect with independent Tutors for tutoring and related educational services (the "Services"). EduGlean provides technology, tools, and support features to facilitate these connections, including profiles, messaging, scheduling tools, and payment processing (if enabled).

Tutors are independent businesses. EduGlean does not employ Tutors, does not control how Tutors provide their tutoring, and is not responsible for the quality, safety, legality, or suitability of any tutoring services provided by Tutors.

## **3. Eligibility and Accounts**

You must be at least 18 years old to create an account and use the Platform, unless a parent/legal guardian creates and manages the account for a minor, or you are otherwise permitted under applicable law.

You agree to provide accurate, current, and complete information when creating an account and to keep your account information updated. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

You must promptly notify us if you believe your account has been compromised or used without authorization.

#### **4. Student Responsibilities**

Students are responsible for selecting a Tutor and determining whether a Tutor is appropriate for their needs. Students should review tutor profiles, credentials, and reviews, and conduct any additional due diligence they deem necessary.

If the Student is under 18, tutoring sessions should be supervised by a responsible adult and arranged with appropriate parental/guardian oversight.

#### **5. Tutor Responsibilities**

Tutors decide and are responsible for their own methods, materials, rates (subject to any Platform rules), scheduling, frequency, duration, and all other aspects of their tutoring services.

Tutors are responsible for complying with all applicable laws, regulations, and professional obligations, including tax and reporting obligations and any licensing requirements relevant to their services.

Tutors must provide accurate information in their profiles and communications and must not misrepresent their identity, qualifications, or experience.

#### **6. Scheduling, Payments, Cancellations, and Refunds**

The Platform may allow Students and Tutors to schedule sessions and, where available, process payments through EduGlean or third-party payment processors. Additional payment terms, fees, and policies (including service fees, payout timing, chargebacks, and tax reporting) may apply and are incorporated by reference into these Terms.

Cancellations, no-shows, and refunds are governed by the applicable Tutor cancellation policy and any Platform policies displayed at the time of booking or payment. Where required by law, refunds will be provided in accordance with applicable consumer protection rules.

#### **7. Communications and Text Messages**

The Platform may provide messaging and notification features. We do not guarantee delivery of any message. You agree not to use Platform communications for spam, harassment, or unlawful content.

**No Off-Platform Contact Information.** To protect users and the integrity of the Platform, Students and Tutors may not share, request, or exchange personal contact information through the Platform (including email addresses, phone numbers, mailing addresses, social

media handles/links, or usernames for messaging apps), or otherwise attempt to move communications off the Platform. This includes attempting to circumvent this rule by obfuscating or spelling out contact details. EduGlean may remove such content and may suspend or terminate accounts for violations.

If you opt in to receive SMS/text messages, standard message and data rates may apply. You may opt out at any time using the instructions provided in the messages or in your account settings.

## **8. Academic Honesty**

EduGlean is intended to support learning. You may not use the Platform to facilitate cheating or academic dishonesty, including completing assignments, exams, quizzes, or projects on someone else's behalf, or otherwise violating academic integrity rules.

## **9. Prohibited Conduct**

You agree not to:

- Use the Platform for any unlawful purpose or in violation of any applicable law or regulation.
- Harass, threaten, defame, abuse, or otherwise violate the rights of any person.
- Post or transmit content that is false, misleading, fraudulent, defamatory, obscene, hateful, or otherwise objectionable.
- Impersonate any person or entity or misrepresent your affiliation with any person or entity.
- Attempt to gain unauthorized access to the Platform, accounts, systems, or networks.
- Use bots, scrapers, or other automated means to access, collect, or copy content or data from the Platform without our written permission.
- Upload viruses, malware, or other code designed to interfere with the Platform or users' devices.
- Circumvent or attempt to circumvent any security features or access controls.
- Share, request, or exchange contact information (including email, phone number, mailing address, social media handles/links, or messaging-app usernames), or attempt to move communications off the Platform, including by obfuscating contact details.
- Solicit or advertise products or services unrelated to tutoring or otherwise not permitted by EduGlean.
- Engage in any activity that undermines Platform trust and safety, including off-platform payment circumvention if prohibited by Platform policy.

## **10. User Content and License**

"**User Content**" means any content you submit or make available through the Platform, including profile information, messages, reviews, files, and images.

You retain ownership of your User Content. By submitting User Content, you grant EduGlean a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, store, reproduce, modify (for formatting), display, and distribute your User Content as necessary to operate, improve, and provide the Platform.

You represent and warrant that you have the rights necessary to submit User Content and that your User Content does not infringe or violate the rights of any third party.

## **11. Reviews and Feedback**

The Platform may allow Students and Tutors to leave reviews and ratings. Reviews should be truthful, relevant, and not misleading. We may remove reviews that violate these Terms or our policies.

If you provide suggestions or feedback, you grant EduGlean the right to use it without restriction or compensation.

## **12. Intellectual Property**

The Platform and all content and materials provided by EduGlean (excluding User Content) are owned by EduGlean or its licensors and are protected by intellectual property laws.

Subject to these Terms, EduGlean grants you a limited, revocable, non-transferable, non-exclusive license to access and use the Platform for your personal, non-commercial use (or, for Tutors, to offer tutoring services) in accordance with these Terms.

You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works from the Platform or EduGlean content, except as expressly permitted by law or with our written consent.

## **13. Copyright and DMCA**

EduGlean respects intellectual property rights and expects users to do the same. If you believe content on the Platform infringes your copyright, you may send a notice containing the information required under the Digital Millennium Copyright Act (DMCA) to our designated agent at the contact information listed on our Platform.

DMCA Notices should be sent to:

EduGlean LLC – DMCA Agent

Email: [legal@eduglean.com](mailto:legal@eduglean.com)

Your notice must include:

- Your name and contact information
- Description of the copyrighted work
- URL/location of infringing material
- Statement of good faith belief
- Statement under penalty of perjury
- Your physical or electronic signature

#### **14. Privacy**

Our Privacy Policy describes how we collect, use, and share information. By using the Platform, you agree to our Privacy Policy.

If you use the Platform on behalf of a minor, you represent and warrant that you have the authority to consent to the collection and use of the minor's information as described in the Privacy Policy.

#### **15. Third-Party Services and Links**

The Platform may integrate with or link to third-party services (for example, video conferencing or payment processors). Third-party services are not under EduGlean's control and may be governed by their own terms and privacy policies. EduGlean is not responsible for third-party services.

#### **16. Termination and Suspension**

We may suspend or terminate your account or access to the Platform at any time if we believe you have violated these Terms or if we need to protect the safety, integrity, or operation of the Platform. You may stop using the Platform at any time.

Upon termination, sections that by their nature should survive will survive, including sections on intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution.

## **17. Dispute Resolution; Arbitration; Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY. It affects your legal rights.

**Informal Resolution.** Before filing a claim, you agree to try to resolve disputes informally by contacting us through the support channels listed on the Platform. We will try to resolve the dispute informally.

**Arbitration Agreement.** Except for claims that may be brought in small claims court or requests for injunctive or equitable relief to stop unauthorized use or infringement of intellectual property, you and EduGlean agree to resolve any dispute arising out of or relating to these Terms or the Platform through binding individual arbitration, and not in court.

**Class Action Waiver.** You and EduGlean agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

If this arbitration agreement is found unenforceable, the class action waiver may still be enforceable to the maximum extent permitted by law.

## **18. Disclaimers**

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDUGLEAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

EDUGLEAN DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. EDUGLEAN DOES NOT WARRANT OR ENDORSE ANY TUTOR OR ANY TUTORING SERVICES.

## **19. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDUGLEAN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDUGLEAN'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM WILL NOT EXCEED THE GREATER OF (A) THE

AMOUNT YOU PAID TO EDUGLEAN IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

## **20. Indemnification**

You agree to indemnify, defend, and hold harmless EduGlean and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Platform; (b) your User Content; (c) your violation of these Terms; or (d) your interaction with any other user.

## **21. Governing Law**

These Terms are governed by the laws of the State of Tennessee, United States, without regard to conflict of law principles, except where applicable law requires otherwise.

## **22. Promotion of Terms of Service**

At EduGlean, we ensure that our Terms of Service are clearly communicated to all users and customers. This document outlines how we promote our Terms of Service.

### **22.1 Methods of Promotion**

**Website:** Our Terms of Service are prominently displayed on our website.

**Sign-Up Process:** Users are required to agree to our Terms of Service when creating an account.

**Email Notifications:** Changes to our Terms of Service are communicated via email to all registered users.

**Customer Support:** Our support team provides information about our Terms of Service upon request.

## **22.2 Ensuring Compliance**

**Regular Updates:** Our Terms of Service are reviewed and updated regularly to ensure compliance with applicable laws.

**User Agreement:** Users must agree to any changes to our Terms of Service before continuing to use our services.

**Clear Communication:** We strive to communicate our Terms of Service in clear and understandable language.

## **22. Changes to These Terms**

We may update these Terms from time to time by posting the updated version on the Platform and updating the "Last Updated" date above. Your continued use of the Platform after changes become effective means you accept the revised Terms.

## **23. Contact Us**

For questions about these Terms or the Platform, please contact us through [support@eduglean.com](mailto:support@eduglean.com).