

## LEGAL DISCLAIMER

These Terms of Use, as amended from time to time (“Terms”) govern your use of the Quad Cities Tutor Connection website located at QCTutorConnection.org (the “Website”) provided by United Way of the Quad Cities Area (“United Way”). Please read these Terms before using or continuing to use the Website. By using or continuing to use the Website, you represent and warrant that you understand, agree to, and accept all terms and conditions contained in these Terms. United Way provides this Website to you and all other visitors to the Website who view, use, access, browse, or submit content (each a “Visitor” and collectively “Visitors”, also referred to as “you”), including without limitation Visitors that seek tutoring services for themselves or others (“Students”) and Visitors that seek to provide tutoring services (“Tutors”) to Students. Using, accessing, browsing, or submitting content to the Website and/or registering as a Tutor shall constitute acceptance of the Terms for all purposes. If you do not agree to these Terms, do not use the Website or associated tutoring services.

1. **Services.** The Website is a marketplace for those seeking online tutoring services to connect with tutors. Visitors who wish to provide tutoring services must register as Tutors on the Website. The service provided by Quad Cities Tutor Connection is limited to facilitating the search for Tutors by Students. Quad Cities Tutor Connection does not provide any tutoring services and is not responsible in any way for the tutoring services provided by Tutors. United Way does not screen, investigate, or perform background checks on any Students and Tutors. All Students engage Tutors, and all Tutors accept engagement from Students, at their own risk. Tutors are responsible for billing their Students and collecting for the services that Tutors provide. United Way does not guarantee performance by either Students or Tutors in any respect.

2. **Tutors Independent Contractors.** Tutors are not employees or agents of United Way. All Tutors are independent contractors of the respective Students that engage them. As independent contractors hired by Students, Tutors control the methods, materials, and all aspects of lessons and any other tutoring services provided. Tutors are not authorized to bind United Way. Students are responsible for selecting the appropriate Tutor for their needs. In making hiring decisions, Students should review and investigate each Tutor’s self-reported credentials, education, experience, and any other factors that Students may find appropriate. **ALL TUTORING SESSIONS SHOULD BE SUPERVISED BY A RESPONSIBLE ADULT.** United Way controls and operates the Website and makes no representations that the Website is appropriate or available for use in all locations.

3. **Academic Honesty.** You acknowledge and agree that Quad Cities Tutor Connection-affiliated tutoring services are provided for the purpose of facilitating learning, not cheating. You agree not to inquire about the hiring of or to hire Tutors to complete assignments, write papers, take quizzes, or otherwise do work on your behalf. Further, you agree not to use tutoring services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.

4. **Your Obligations and Conduct.** In consideration for your use of the Website, you agree (a) that you are of legal age and have capacity to agree to these Terms on your own behalf or on behalf of a minor who will be receiving tutoring services; (b) to provide accurate, current, and complete information as may be prompted by the Website (“Profile Data”); (c) to maintain the security of your password and identification; (d) to maintain and promptly update the Profile Data and any information you provide to United Way, to keep it accurate, current, and complete; and (e) to accept all risks of unauthorized access to information and Profile Data. You are not permitted to use the Website or the tutoring services if you are under the age of 13. You are entirely responsible for all information that you upload, post, or otherwise transmit through your use of the Website (collectively, “Content”). You agree not to upload, post, or otherwise transmit Content that: (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to United Way or other Visitors; (b) includes unauthorized disclosure of personal or confidential information; and (c) violates or infringes anyone’s intellectual property rights. United Way reserves the right to edit or remove Content and information that violates these Terms, that contains third-party commercial advertisements, or for any other reason United Way deems necessary, convenient, or appropriate in United Way’s sole discretion. You represent and warrant that you own all rights in the Content, and that no Content will infringe upon the rights of others. You agree to use the Website at all times in a manner that is lawful, appropriate for the purposes of the Website and in accordance with the Terms. Any use of the Website that United Way, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of a Tutor’s registration, with or without notice. Conduct that is inappropriate and/or offensive includes without limitation the following conduct that:

- Defames, abuses, harasses, harms, stalks, threatens, or otherwise violates the legal rights (including without limitation rights of privacy and publicity) of others;
- Disseminates any profane, defamatory, infringing, hateful, distasteful, obscene, or unlawful topic, name, information, materials, and/or content;
- Uses the Website for any purpose that is in violation of local, state, national, or international law, including without limitation wage/hour and working condition laws and regulations;
- Takes any action that would undermine any aspect of the Website;
- Attempts to gain unauthorized access to the Website, other Visitors’ accounts, or other device, computer system, or networks connected to the Website;
- Advertises or offers to sell any goods or services for any commercial purpose on the Website;

- Impersonates another person or allows any other person or entity to use your login information for the Website;
- Posts spam or repeatedly posts the same content; or
- Restricts or inhibits any other Visitor from using and enjoying the Website.

5. **Content Provided via Links.** You may find links to other websites or resources on the Website (or such links may be provided to you by Tutors, other Visitors, or third parties). You acknowledge and agree that United Way is not responsible in any manner for any external sites or resources, and does not endorse and is not responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such website or resource.

6. **Termination and Suspension.** United Way reserves the right to suspend and/or terminate any Visitor's or Tutor's access to the Website and tutoring services with or without notice at any time in its sole discretion, for any reason or no reason. If you are suspended and/or terminated, you agree that you will make no further use of the Website or associated tutoring services after termination or during suspension.

7. **DISCLAIMER.** USE OF THE WEBSITE AND THE PROVISION OR RECEIPT OF TUTORING SERVICES IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE WEBSITE, INCLUDING THE INFORMATION, SERVICES, AND CONTENT, IS PROVIDED "AS IS" AND "WITH ALL FAULTS." UNITED WAY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. UNITED WAY MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE WEBSITE AND/OR THE SERVICES PROVIDED BY TUTORS. UNITED WAY MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR TUTORING WILL BE ACCURATE OR RELIABLE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM TUTORS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (D) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM USE OF THE WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

8. **LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT UNITED WAY HAS NO CONTROL OVER THE ACTS OR OMISSIONS OF ANY VISITOR ON OR OFF THE WEBSITE AND THAT UNITED WAY MAKES NO REPRESENTATION OR WARRANTY ABOUT THE QUALITY OF THE SERVICES PROVIDED BY ANY TUTOR. YOU UNDERSTAND AND AGREE THAT UNITED WAY IS NOT RESPONSIBLE FOR THE PERFORMANCE OR CONDUCT, WHETHER ON OR OFF THE WEBSITE, OF ANY VISITOR OR TUTOR. AS SUCH, UNITED WAY EXPRESSLY DISCLAIMS, AND EACH VISITOR (ON BEHALF OF HIMSELF OR HERSELF AND ANYONE CLAIMING THROUGH HIM OR HER INCLUDING WITHOUT LIMITATION A STUDENT FOR WHOM VISITORS HAVE SOUGHT TUTORING SERVICES) EXPRESSLY RELEASES UNITED WAY FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, COSTS, AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY ACTS AND/OR OMISSIONS OF TUTORS AND OTHER VISITORS ON OR OFF THE WEBSITE. VISITOR TRANSACTIONS AND INTERACTIONS ARE BETWEEN THEMSELVES AND TUTORS ONLY. UNITED WAY WILL NOT BE INVOLVED IN ANY VISITOR INTERACTIONS. UNITED WAY IS NOT RESPONSIBLE FOR DISPUTES, CLAIMS, LOSS, INJURY, OR DAMAGE OF ANY KIND THAT MIGHT ARISE DURING AND AFTER VISITOR INTERACTION. TO THE FULLEST EXTENT PERMITTED BY LAW, UNITED WAY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF UNITED WAY HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (B) THE COST OR PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE OR DURING TUTORING; OR (D) CONTENT OR INFORMATION VISITORS MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY. YOU AND UNITED WAY AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN YOUR DECISION TO USE THE WEBSITE. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR DO NOT AGREE TO ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

9. **ASSUMPTION OF RISK.** YOU AGREE AND UNDERSTAND THAT YOU ASSUME ALL RISKS WHEN USING THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY AND ALL OF THE RISKS ASSOCIATED WITH ANY ONLINE OR OFFLINE INTERACTIONS WITH OTHER VISITORS AND TUTORS.

10. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless United Way and its subsidiaries, affiliates, officers, directors, agents, licensors, employees, and representatives from and against any and all claims, demands, causes of action, losses, expenses, damages, and/or liability, including reasonable attorneys' fees and court costs, arising from or related to your (a) acts and/or omissions on or off the Website; (b) violation of any rights of another, including during the provision or receipt of tutoring services or otherwise; (c) breach of these Terms; (d) disputes with or between other Visitors; (e) use and/or misuse of the Website, including without limitation any information, Content, and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete, or misleading Profile Data or other information provided by you; (h) misstatements and/or misrepresentations made by you; (i) use of links to third-party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products, and/or services; (j) your use of Visitors' information and any acts or omissions with respect to such Visitor information; (k) use of any information in third-party reports; (l) use of third-party payment processing services; and/or (m) use of any services or products or any contracts or arrangements made or provided based on information, content, and/or materials obtained on or through the Website. You further agree to indemnify and hold United Way harmless from and against all claims by Students (including without limitation all Students who are minors) arising from your use of the Website. You further agree that you will cooperate as requested by United Way in the defense of such claims. United Way reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Visitors, and you shall not, in any event, settle any claim or matter on behalf of United Way without the written consent of United Way.

11. **Entire Agreement.** These Terms, as amended from time to time, constitute the entire agreement between you and United Way relating to their subject matter, and cancel and supersede any prior versions of the Terms. You may not assign or otherwise transfer the Terms or any right granted hereunder.

12. **Additional Tutor Terms.** These Terms and a Tutor's use of the Website do NOT create an independent contractor relationship, employee-employer relationship, partnership, joint venture, or franchisor-franchisee relationship between Tutor and United Way. Tutor will be an independent provider of online tutoring services to Students only and not an independent contractor of United Way or United Way's employee for any purposes, including, without limitation, the application of the Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state income tax law, any state workers' compensation laws, and any state unemployment insurance law. Tutor is solely responsible for all taxes relating to income received from Students. Tutor acknowledges that United Way provides only an Internet-based marketplace for individuals seeking the services of a tutor to identify and retain the services of individuals seeking to provide tutoring services. Tutor further acknowledges that United Way does not directly or indirectly engage Tutor to render any services whatsoever and that any engagement of the Tutor's services through the Website is undertaken exclusively by the individual who has selected Tutor through the Website to provide tutoring services. Tutor will be solely responsible for providing tutoring instruction. Tutor will retain absolute discretion as to the manner and means of carrying out Tutor's tutoring services. Tutor shall determine Tutor's own cancellation policy, rate, and availability. United Way does not guarantee connection to Students or minimum payment. At all times, Tutor will comply with applicable law and will hold all licenses and permits required under applicable law.

Tutor shall set Tutor's own hours and schedule Tutor's own online tutoring sessions. Tutor shall seek payment for its services exclusively from Students. Tutor is responsible for requesting and receiving its preferred form of payment. United Way will not be liable or responsible for payment of services to Tutor. United Way is not involved in any transactions between Tutors and Students. Tutor is solely responsible for all costs and expenses related to the services provided by Tutor including, but not limited to, expenses associated with preparing for and administering tutoring sessions and educational materials. United Way will not be liable to Tutor for any costs and expenses incurred by Tutor. Tutor will provide Tutor's own supplies and equipment required to complete the tasks for which Tutor is engaged. Tutor understands that it is Tutor's responsibility to pay any applicable taxes. Tutor acknowledges that during the performance of tutoring services Tutor may have access to information relating to a student's identity, including contact information and other personal information. Tutor will at all times hold all such information in the strictest confidence and not disclose such information to any person, firm, or corporation or use it except as necessary in carrying out the services consistent with Tutor's engagement. Tutor agrees to indemnify and hold harmless United Way and its officers, directors, members, agents, and employees from and against any and all losses, expenses, costs, liabilities, and damages (including any legal fees and expenses), any and all injuries, whether direct, consequential or incidental in nature, which result from, are connected with or arise out of Tutor's actions and omissions.