

## Instructor Terms

### 1. Introduction

- 1.1 By enrolling as an instructor on the Hawk courses platform, you commit to complying with the Instructor Terms ("Terms"). These Terms govern the elements of the Hawk courses platform that are applicable to instructors and are integrated into our Terms of Use. The latter serves as the overarching set of rules governing your utilization of our Services. Any capitalized terms not explicitly defined in these Instructor Terms can be found in the Terms of Use.
- 1.2 You acknowledge that you are entering into a direct agreement with Hawk courses, irrespective of whether another subsidiary or related entity of Hawk courses manages your account.
- 1.3 These Terms shall commence immediately upon creation of your account with Hawk courses, and shall last indefinitely until termination of your account by you or Hawk courses.
- 1.4 You accept and understand that Hawk courses is entitled to amend the terms and conditions of this Terms at any time by publishing an amended Terms on the website ("Amendments"). The Amendments shall supersede the relevant terms and conditions of the previous terms.
- 1.5 Your usage or continued usage of Hawk courses' services shall also be taken as your consent to be legally bound by these Terms.

### 2. Your Responsibilities

- 2.1 In the role of an instructor, you bear accountability for all content you share, encompassing lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, labs, assessments, and announcements ("Submitted Content").
- 2.2 You represent and warrant to:
  - (a) maintain accurate account information;
  - (b) possess ownership or necessary licenses, rights, consents, permissions, and authority to grant Hawk courses the right to use your Submitted Content in accordance with these Terms and the Terms of Use;
  - (c) ensure that your Submitted Content does not violate or wrongfully appropriate the intellectual property rights of any third party;
  - (d) have the requisite qualifications, credentials, and expertise, including education, training, knowledge, and skill sets, to effectively teach and provide the services offered through your Submitted Content and use of the Services; and
  - (e) uphold a standard of service quality consistent with industry norms and general instructional services.

- 2.3 You undertake that you will not perform any of the following:
- (a) post inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory, or libelous content or information;
  - (b) transmit unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) via the services or to any user;
  - (c) use the services for purposes other than providing tutoring, teaching, and instructional services to students;
  - (d) engage in activities that would necessitate obtaining licenses from or paying royalties to any third party, including royalties for the public performance of a musical work or sound recording;
  - (e) frame or embed the services (e.g., embedding a free version of a course) or attempt to bypass the services in any way;
  - (f) impersonate another person or gain unauthorized access to another person's account;
  - (g) interfere with or obstruct other instructors from delivering their services or content; or
  - (h) misuse Hawk courses resources or services.
- 2.4 You acknowledge that instructors do not have direct contractual connection with the students, and you can only access the student's information through the services provided by Hawk courses. You shall only use the information provided via Hawk courses Services to you to deliver your services to students on the Hawk courses platform. You shall be prohibited to seek additional personal information or store students' data outside the Hawk courses platform. You undertake to indemnify Hawk courses against any claims arising from your breach of this clause.
- 2.5 All intellectual property rights of Hawk courses (including but not limited to Hawk courses' trademark, logo, design, copyright) shall remain at all times the sole and exclusive property of Hawk courses, its third party service providers and Hawk courses' licensors. Any usage of intellectual property rights of Hawk courses' third-party service providers and/or Hawk courses' licensors shall subject to the terms and conditions provided by such providers. You shall have no right to use any of Hawk courses' intellectual property rights without the prior written consent of Hawk courses.
- 3. License to Hawk courses**
- 3.1 You hereby authorize Hawk courses to utilize and promote your Submitted Content. This encompasses the authority to append captions or make adjustments to enhance accessibility. Additionally, you grant Hawk courses the ability to sublicense these rights for your Submitted Content to third parties, which may include students both directly and through intermediaries like resellers, distributors, affiliate sites, deal sites, and paid advertising on third-

party platforms.

- 3.2 Unless explicitly stated otherwise, you may withdraw or delete any or all parts of your Submitted Content from the Services whenever you wish. However, any rights granted to students before the removal will survive in accordance with the terms of those licenses, including any provisions for lifetime access. Hawk courses' right to utilize such Submitted Content for marketing purposes will remain even after termination.
- 3.3 We record and utilize your Submitted Content, either in its entirety or in part, for quality control purposes and for the delivery, marketing, promotion, demonstration, or operation of the Services. By using the Services, you provide Hawk courses with the authorization to use your name, likeness, voice, and image in association with the offering, delivery, marketing, promotion, demonstration, and sale of the Services, your Submitted Content, or Hawk courses' content. Additionally, you relinquish any rights to privacy, publicity, or similar rights to the extent allowed by applicable law.
- 3.4 You hereby appoint Hawk courses and Hawk courses' representatives to take any action necessary to protect your Submitted Content from any unauthorized use, alleged plagiarism, piracy, copyrights and any infringement of your intellectual property rights, including but not limited to filing notice to enforce your rights and communicating to external parties in relation to any infringement or unauthorised use of your rights.

#### **4. Hawk courses' Rights**

- 4.1 Hawk courses reserves the right to delete the Subscribed Content or terminate instructor's account without advance notice where:
  - (a) an instructor or Subscribed Content is found to be in violation of Terms of Use, Service Terms or our policies;
  - (b) the Subscribed Content fails to meet our quality standards or negatively affects the student experience;
  - (c) an instructor displays any behavior that could harm Hawk courses' reputation or subject it to public disrepute, contempt, scandal, or ridicule;
  - (d) an instructor enlists the services of a marketer or other business partner who breaches Hawk courses' policies;
  - (e) an instructor utilizes the Hawk courses' services in a manner that constitutes unfair competition, such as promoting their off-site business in a way that violates Hawk courses' policies; or
  - (f) as determined solely by Hawk courses.
- 4.2 You authorize us to share your Submitted Content with our employees and our service providers without any charges for us to provide your Submitted Content in Hawk courses' platform.

#### **5. Miscellaneous**

- 5.1 These Terms shall not be construed as a joint venture or partnership between Hawk courses and you.
- 5.2 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 5.3 If any provision of this Terms or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Terms shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.
- 5.4 This Terms constitutes the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Terms.
- 5.5 The official language of these Terms shall be English. Hawk courses may provide these Terms in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Terms and any other language version, the English version shall prevail.

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