

# Ostathna Terms of Service

This Agreement contains all of the terms and conditions between Ostathna Inc. ("Ostathna") and you ("User") and governs the use of the service offered at the Ostathna Website and through any Ostathna mobile application (collectively, the "Site"). Please read this Agreement before using the Site. Use of the Site constitutes an agreement with the Terms of Use (this "Agreement"), whether or not you are registered as a member of Ostathna ("Member"). If you wish to become a Member and make use of Ostathna (the "Service"), then please read this Agreement. By using this Site, all users do hereby represent, warrant, understand, agree to and accept all terms and conditions contained herein. If you object to anything in this Agreement or the Ostathna Privacy Policy, do not use the Site or the Service. The Terms of Use are subject to change by Ostathna at any time, effective upon posting on the Ostathna Website, and your use of the Site or the Service after such posting will constitute acceptance by you of such changes.

## 1. Acceptance of Terms of Use Agreement

This Agreement is an electronic contract that sets out the legally binding terms of your use of the Site and the Service. This Agreement may be modified by Ostathna from time to time, such modifications to be effective upon posting by Ostathna on the Site. This Agreement includes the Ostathna Privacy Policy. By accessing the Site or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein. In addition, by accessing the Site or becoming a Member, you consent to have this Agreement provided to you in electronic form.

## 2. Terminology

For the purpose of this agreement, the word "must" and "will" constitute a requirement, while the words "should" and "could" constitute a suggestion but not a requirement.

## 3. Ostathna is a Service

The Site is a platform for enabling the connection between individuals ("Users") and/or institutions ("Institutions") and Ostathna. Ostathna provides access to an educator for Users who may or may not be registered on behalf of an Institution. Ostathna will make every effort to ensure that an educator is online at all times of day, unless otherwise

noted in writing on the Site. In the event an educator is not available in a particular field where a User seeks support, Ostathna should inform the student when the next available Educator will be accessible. Users do hereby represent, understand and expressly agree that Ostathna will make every effort to control the quality, timing, legality or any other aspect whatsoever of the services actually delivered by its Educators. Institutions will be responsible for of the integrity, responsibility or any of the actions whatsoever of the Users. Ostathna makes no representations about the suitability, reliability, timeliness, and accuracy of the services provided by Educators. Ostathna, resellers, distributors, and licensees does not assume any responsibility for the accuracy or reliability of any information provided by Educators on this Site. Ostathna does not assume and expressly disclaims any liability that may result from the use of this information. Ostathna is not responsible for the conduct, whether online or offline, of any user of the Site or Member of the Service. All users including both Institutions and Educators do hereby expressly agree not to hold Ostathna (or Ostathna's officers, directors, investors, subsidiaries, agents, assignees, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners, resellers, licensees, distributors, or employees, hereinafter "Affiliates") liable for any instruction, advice or services delivered which originated through the Site and Ostathna and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

## **4. Eligibility**

Our services are available only to individuals and companies that can form legally binding contracts under applicable law. If Ostathna is being used by a minor under the age of eighteen (18) the Institution associated with this account assumes full responsibility for all data provided. Users under the age of eighteen are not mandated to provide their full name or any other personal information. By requesting to use, registering to use and/or using the Site, Institutions, Users and Educators represent and warrant that you have the right, authority and capacity to enter into this Agreement and you commit to abide by all of the terms and conditions hereof. In addition, you represent and warrant that you and each member of your household (a) have never been the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, and (b) have not been and are not currently required to register as a sex offender with any government entity. You hereby authorize Ostathna to verify your representations and warranties herein, and you acknowledge that Ostathna reserves the right, but not the obligation, to verify such representations and warranties, which may include, without limitation, conducting criminal background checks and using other

available public records, and to take action it deems appropriate in its sole discretion, including but not limited to terminating your membership, should it determine, in its sole opinion, that you have violated any representation or warranty or any other provision of these Terms of Use. NOTWITHSTANDING THE FOREGOING, OSTATHNA DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY ANY USERS OR EDUCATORS ON THE SITE. USERS AND EDUCATORS DO HEREBY REPRESENT, UNDERSTAND AND AGREE TO HOLD OSTATHNA HARMLESS FOR ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY ANY USERS AND/OR EDUCATORS ON THIS SITE.

## **5. Release**

Users may seek the services of an Educator through the use of the Site. Users agree not to provide Educators or other Users of the Site with any private or confidential information that could be considered sensitive or inappropriate. Ostathna will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using this Site, you do hereby represent, understand, and expressly agree to hold Ostathna harmless for any claim or controversy that may arise from any disputes between you and any other user(s) of the Site. Ostathna will use its reasonable efforts to monitor profiles, actions, comments, and general usage of the Site and suspend privileges to any User or Educator not adhering to the policies of the Site and will not issue refund for services paid in the event that usage privileges are revoked. You agree to take reasonable precautions in all interactions with other users of the Site. It is forbidden for Users and Educators to meet offline or in person. By using this Site, you do hereby agree to report any alleged improprieties of any users therein to Ostathna immediately by notifying Ostathna of the same via electronic correspondence.

## **6. Exclusive Use**

Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

## **7. Information Provided by Users**

You are responsible for providing accurate, current and complete information in connection with your registration for use of the Site. Ostathna is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by users of the Site. Users as well as any and all Institutions linked to a User's account are solely

responsible for any content, messages, photos, videos, reviews or profiles (collectively, "Content") that are published or displayed (hereinafter, "post") on the Site, or transmitted to other users of the Site. Users will not post on the Site, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Users will not provide inaccurate, misleading or false information to Ostathna or to any other user of the Site. Users understand and agree that Ostathna may review and delete any Content, in each case in whole or in part, that in the sole judgment of Ostathna violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site. Users and Educators grant complete access to affiliated Institutions to review, record and process any Content that has been provided on the Site. Affiliated Institutions who have been granted access to their student's conversations agree that any information transmitted by Users and Educators is confidential and not to be shared with individuals outside the Institution. By posting Content to any public or member area of the Site you automatically grant, and you represent and warrant that you have the right to grant, to Ostathna, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. Users and Educators further represent and warrant that public posting and use of your Content by Ostathna will not infringe or violate the rights of any third party. Your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations. Opinions, advice, statements, offers, or other information or content made available on the Site or through the Service, but not directly by Ostathna, are those of their respective authors. Such authors are solely responsible for such content. Ostathna does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will Ostathna or its Affiliates be responsible for any loss or damage resulting from: a) your reliance on information or other content posted on the Site or transmitted to or by any user of the Site or Service; or b) reviews or comments made about you on the Site by other users.

## **8. Privacy**

Ostathna will only use the information you provide on the Site in accordance with our Privacy Policy. For more information, see our full Privacy Policy.

## **9. Links to External Sites**

Links from the Site to external sites (including external sites that are framed by Ostathna) or inclusion of advertisements do not constitute an endorsement by Ostathna of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such advertisements, but are for users' reference and convenience. Users access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Ostathna does not control such sites, and is not responsible for their content. Just because Ostathna has hyperlinks to such sites does not mean that Ostathna endorses any of the material on such sites, or has any association with their operators. Users further acknowledge that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Ostathna's Terms of Use and Privacy Policy. Ostathna expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Ostathna harmless from any liability that may result from the use of links that may appear on the Site.

## **10. Coppa Compliance**

Ostathna requires districts, schools, or administrators (on behalf of the parents or legal guardians of students under the age of 13) to provide consent for the online collection, processing and transfer of information of students under the age of 13 through Ostathna. Students may not register for Ostathna unless their school is a registered Ostathna partner. Districts, schools, or administrators must ensure that parents have access to the Ostathna privacy policy and terms of use. Ostathna will not knowingly collect any information from children under 13. You must identify your age during the registration process. Ostathna takes the Children's Online Privacy Protection Act of 1998 (COPPA) as well as all FTC regulations very seriously. That being said, we do not assume any responsibility for any misrepresentations regarding your age or parental consent when using this Site. Should we determine that you provided any false information to us when using this Site, your membership will be terminated immediately.

## **11. Prohibited Use**

The Site and related services may not be used by any person or organization to recruit, solicit, or contact in any form Educators for employment or contracting for a business not affiliated with Ostathna without express written permission from Ostathna. Should

Ostathna find that you violated the terms of this paragraph or any terms stated herein, Ostathna reserves the right, at its sole discretion, to immediately terminate your use of the Site and/or assess a \$10,000 daily penalty fee for scraping, either in a manual or automatic manner, Tutor or User information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise mis-using or mis-appropriating site content, including but not limited to, use on a "mirrored", competitive, or third party site. It is prohibited to interact with Tutors from the Site in an offline nature. Doing so is also a violation of these Terms of Use to use any information obtained from the Site or the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. In order to protect the integrity of the Site and the Service, Ostathna reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site. Ostathna reserves the right, in its sole discretion, to terminate your access to all or part of the Ostathna Site, to remove your profile and/or any content posted by or about you, from the Site, and/or to terminate your membership in Ostathna, for any reason or no reason, with or without notice. Following any termination of any member's use of the Site, Ostathna reserves the right to send a notice thereof to other members which whom you have corresponded.

## **12. Confidential Data Usage**

All data provided, and collected through Ostathna is to remain private and confidential. Students and Tutors agree to allow Ostathna use of anonymous conversations and student data in a research and or commercial manner in order to improve the quality of the service. No student information will ever be provided to any third party organization outside the Ostathna network under any circumstances.

## **13. Third Party Verification Service**

Ostathna relies on a third-party verification service to verify information such as, but not limited to, name, address, social insurance number, and criminal background of Tutors. By using the Site, you do hereby represent, understand and expressly agree that Ostathna is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service. In addition, you understand that Ostathna may review the information provided by the third-party verification service and that Ostathna retains the right to terminate any Ostathna membership based on the information.

## **14. No Warranty**

The information and materials contained in this website, including text, graphics, information, links or other items are provided "as is", "as available". OSTATHNA DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

## **15. Disclaimer of Warranty**

No Warranties. OSTATHNA PROVIDES THE SERVICES ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. OSTATHNA DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. OSTATHNA DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, OSTATHNA MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY MEMBER OF OUR SITE TO PROVIDE SERVICES AS A TUTOR OR TO SECURE THE SERVICES OF A TUTOR, INCLUDING, WITHOUT LIMITATION, PARTICIPANTS IN ANY THIRD PARTY VERIFICATION SERVICE OFFERED ON OUR SITE. Third Party Content. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Ostathna, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. OSTATHNA DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SITE, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN OSTATHNA. UNDER NO CIRCUMSTANCES WILL OSTATHNA BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

## **16. Assumption of Risk**

You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with Members of the site. You agree to take all necessary precautions, including but not limited to following the recommendations set forth in Ostathna's Safety Tips, when interacting with others Members of the site.

## **17. Limitation of Liability**

Incidental Damages and Aggregate Liability. In no event will Ostathna or its Affiliates, be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site, including without limitation damages related to any information received from the Site, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Ostathna or its Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL OSTATHNA'S OR ITS AFFILIATES AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID OSTATHNA FOR THE USE OF ANY SERVICES, THE AMOUNT OF CAD\$25.00 OR ITS EQUIVALENT. No Liability for non-Ostathna Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OSTATHNA OR ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS WITH OTHER MEMBERS OF THE SITE, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU. In addition to the preceding paragraphs of this section and other provisions of this Agreement, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Ostathna makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in



which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

## **18. Indemnification**

By agreeing to the terms of this Agreement, users of the Site agree to indemnify, defend and hold harmless Ostathna and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including attorneys' fees and costs incurred by Ostathna and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, or (ii) use of the Site by you in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. Ostathna and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of Ostathna. Users further agree to hold harmless Ostathna and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

## **19. Notice and Take Down Procedures; Copyright Agent**

If you believe any materials accessible on or from Site infringe your copyright, you may request removal of those materials (or access thereto) from this Site by contacting Ostathna and providing the following information: Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material. Your name, address, telephone number and (if available) e-mail address. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf. A signature or the electronic equivalent from the copyright holder or authorized representative.

## **20. Notice of Trademark Rights**

The service marks and trademarks Ostathna and the Ostathna logo are service marks owned by Ostathna. Any other trademarks, service marks, logos and/or trade names appearing on the Site are the property of their respective owners. Users acknowledge the rights of Ostathna and the respective third parties in those marks. Users may not copy or use any of these marks, logos or trade names without the prior written permission of the owner as expressly allowed by these Terms of Use.

## **21. Jurisdiction and Choice of Law**

If there is any dispute arising out of the Site and/or the Service, by using the Site, you expressly agree that any such dispute shall be governed by the laws of the Province of Quebec, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the provincial and federal courts of the Province of Quebec, for the resolution of any such dispute.

## **22. Miscellaneous**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

## **23. Contact Information**

If you have any questions or need further information as to the Site or Service provided by Ostathna, or need to notify Ostathna as to any matters relating to the Site or Service please contact Ostathna at:

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