

Instructor Terms & Conditions

These Instructor Terms & Conditions were last updated December 31, 2020.

If you are an Instructor, these Instructor Terms & Conditions (the "Instructor Terms") contain the terms and conditions of Your participation as an Instructor via Own The Vision Academy's Services. This is a binding agreement between you and Own The Vision Academy and is incorporated by reference into Own The Vision Academy's Terms of Use ("Terms of Use").

Any version of these Instructor Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

1. Key Definitions

"Base Price" means the course price set by the Instructor within the Price Tier Matrix.

"Base Currency" means the currency of the Base Price.

"Base Exchange Rate" means a system-wide rate used by Own The Vision Academy for foreign currency conversion and does not include any fee or mark-up by Own The Vision Academy. The rate is established using one or more third parties and is fixed periodically. Accordingly, the Base Exchange Rate may not be identical to the applicable market rate in effect at the specific time a foreign currency conversion is processed.

"Instructor Revenue" shall mean Net Amount less any refunds paid, as provided in Section 10 of the Terms of Use.

"Gross Amount" means the amount actually received by Own The Vision Academy for purchases by Students for Your Course. Please note that for mobile application sales, mobile platforms apply fees, such as Apple's App Store or Google Play.

"Net Amount" means Gross Amount, less (1) Taxes (pursuant to section 11); (2) for web sales, a three percent (3%) administrative and handling fee, except in the territory of Japan, where the administrative and handling fee shall be four percent (4%); and (3) any amounts paid in connection with Own The Vision Academy's Marketing Programs if You choose to opt-in (as further described below).

"Price Tier Matrix" means the table available in the [Pricing and Promotions Policy](#) which will provide the matrix of Base Prices available from which You can select the Base Price for Your Courses.

"Pricing and Promotions Policy" means the policy available here: <https://support.OwnTheVisionAcademy.com/hc/en-us/articles/229232607> setting forth Own The Vision Academy's pricing and promotional policy and terms.

"Sale Price" means the actual sale price for the Course. When the Sale Currency is different from the Base Currency, Own The Vision Academy will determine the Sale Price based on the applicable Base Exchange Rate.

"Sale Currency" means the currency of the sale. This is determined by the country of origin of the User purchasing the Course.

All other capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Own The Vision Academy's [Terms of Use](#).

2. Agreement

As an Instructor You are contracting directly with Own The Vision Academy, Inc., a Georgia corporation in the United States of America. Additionally, although We may utilize other Own The Vision Academy subsidiaries to facilitate Your payments, Your contract remains between You and Own The Vision Academy, Inc.

3. Your Relationship with Students

Instructors do not have a direct contractual relationship with Students. The only information You will receive about Students is what is provided to You through the Services ("Student Related Data"). You understand and agree that You will indemnify Own The Vision Academy for any issues arising out of Your use of any Student Related Data.

4. Obligations

As an Instructor, You represent, warrant, and covenant that:

1. You will visit <http://www.otvacademy.com> and complete the Instructor enrollment form and if You choose to charge fees for Your Courses, You will also need to agree again to the pricing terms which are presented to you during the paid Course creation process;
2. You will be responsible for all of Your Submitted Content. You further agree that You own or have the necessary licenses, rights, consents, and permissions, and the authority to authorize Own The Vision Academy, to reproduce, distribute, publicly perform (including by means of a digital audio transmission), publicly display, communicate to the public, promote, market and otherwise use and exploit any of Your Submitted Content on and through the Services in the manner contemplated by these Instructor Terms;
3. No Submitted Content shall infringe or misappropriate any intellectual property right of a third party;
4. You have the required qualifications, credentials and expertise, including without limitation, education, training, knowledge, and skill sets, to teach and offer the services You offer on Your Course and through the Services;
5. You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
6. You will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the Services or to any User;
7. You will not use the Services for any business other than for providing tutoring, teaching and instructional services to Students;

8. You will not engage in any activity that will require Own The Vision Academy to obtain any licenses from or pay any royalties to any third party, including, by way of example and not limitation, the payment of royalties for the public performance of any musical works or sound recordings;
9. You will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with Company Content and/or the Services or operations thereof, except as permitted in these Instructor Terms;
10. You will not frame or embed the Services in a manner to embed a free coupon version of your course or other similar functionality intended to circumvent the Services;
11. You will not impersonate another person or gain unauthorized access to another person's Account;
12. Your use of the Services are subject to Own The Vision Academy's approval, which We may grant or deny in Our sole discretion;
13. You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Services;
14. You will not interfere with or otherwise prevent other Instructors from providing their services or Courses;
15. You will maintain accurate Account information;
16. You shall respond promptly to Students and ensure a quality of service commensurate with the standards of Your industry and instruction services in general;
17. You are over the age of 18 or, if not, you are between the ages of 13 and 17 and a third party parent or legal guardian has agreed to these Instructor Terms, as well as all other of Our terms and policies as shall be posted on Our Services from time to time, and will assume responsibility and liability for Your performance and compliance hereunder.

5. License to Own The Vision Academy

You hereby grant Own The Vision Academy a non-exclusive right and license to reproduce, distribute, publicly perform, offer, market and otherwise use and exploit the Submitted Content through the Services, and sublicense it to Users for these purposes directly or through third parties. For more information on how we may use Submitted Content please visit Our [Privacy Policy](#). Notwithstanding the foregoing, and subject to the Instructor Terms, if you are an Instructor, unless specifically stated otherwise, You have the right to remove all or any portion of Your Submitted Content from the Services at any time. Removal of Your Submitted Content will terminate the foregoing license and rights sixty (60) days after such removal as to new Users, provided, however, that any rights given to Users prior to that time will continue in accordance with the terms granted to such Users.

You hereby agree that We may record all or any part of any Courses (including voice chat communications) for quality control and delivering, marketing, promoting, demonstrating or operating the Services. You hereby grant Own The Vision Academy permission to use Your name, likeness, image or voice in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, Courses, Company Content and Submitted

Content and waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection therewith, to the extent permissible under applicable law.

6. Trust & Safety

By agreeing to these Instructor Terms, You also agree to abide by the Trust & Safety policies found [here](#) and more specifically, the list of restricted topics found [here](#). Please check both periodically as there will be minor changes made to the policies and restricted list from time to time. Own The Vision Academy reserves the right to remove Courses and Instructors at its sole discretion, as described in Our [Terms of Use](#).

7. Restricted Persons We Cannot Do Business With

You hereby warrant that You are not a Restricted Person ("Restricted Person"). For purposes of the Instructor Terms, You are a Restricted Person if You or any officer, director, or controlling shareholder of the entity on behalf of which You are using the Services is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria, or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical, or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If You become a Restricted Person during the term of these Instructor Terms, You shall notify Own The Vision Academy within twenty-four (24) hours, and Own The Vision Academy shall have the right to terminate any further obligations to You, effective immediately and with no further liability to You, but without prejudice to Your outstanding obligations to Own The Vision Academy.

You agree that You shall not utilize the Services to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government. You may not remove or export from the United States or allow the export or re-export of the Services, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

8. Pricing

As an Instructor, You will be responsible for working with Own The Vision Academy in determining the Base Price that is charged to Students for Your Course(s). You may not charge separately for any course add-ons such as downloadable PDFs or other content and services (such as providing a link to a third party service to sell downloadable PDFs). The Company will handle billing and other fee interaction with Students. When the Sale Currency is different than the Base Currency, Own The Vision Academy will determine the Sale Price using the most recently published Price Tier Matrix. The Company reserves the right to make changes to the Price Tier Matrix at any time.

As part of Your participation on Own The Vision Academy, You give Us permission to share Your Course, and information about You and the Course with Own The Vision Academy employees and selected partners, for which You will not receive compensation.

Own The Vision Academy offers certain programs that can help you market your Courses (“Marketing Programs”). Marketing Programs may include, but are not limited to, Own The Vision Academy’s Deals Program and Marketing Boost Program. The complete list and terms of the currently available Marketing Programs are available under our [Pricing and Promotions Policy](#), which may be updated from time to time. If You choose to participate, the fee You receive from Own The Vision Academy will be in accordance with the terms of the particular Marketing Program that applies to the sale of Your Course. You may opt out of any Marketing Programs at any time, provided however, if you do opt-out of a Marketing Program, your Course will remain subject to any sales, campaigns, or promotions under any Marketing Programs that apply to Your Course that are active at the time you opt-out until the completion of such sales, campaigns, or promotions. In addition, you acknowledge and accept that certain sales, campaigns or promotions may be limited in applicability and not all sales, campaigns, or promotions will apply to Your Course.

You acknowledge that the amounts paid by Students for Courses sold through Marketing Programs are not fixed, and Own The Vision Academy has the sole discretion to determine those amounts and which Courses to offer as part of such Marketing Programs. Further, Own The Vision Academy does not guarantee any minimum level of success in connection with the Marketing Programs, and its selection of Courses to include is not an endorsement of those Courses, or of You. If You do not wish to participate in certain Marketing Programs, log into Your Account and opt out of them.

You may be able to increase Your sales by promoting Your Courses by using a coupon code that You have created on Own The Vision Academy. For additional information on Instructor created coupons please see Our [Pricing and Promotions Policy](#).

In the case of Courses offered on Own The Vision Academy’s iOS application, Own The Vision Academy will select the Apple App Store price tier (from the App Store Pricing Matrix available at <http://www.equinux.com/us/appdevelopers/pricematrix.html>) that is closest to the Base Price set by the Instructor.

9. Payments

We will pay You fifty percent (70%) of the Net Amount received for Your Course less any applicable deductions such as Student refunds (“Standard Revenue Share”), based on the member price. If Own The Vision Academy changes the Standard Revenue Share, we will provide you thirty (30) days notice via email or prominent notice on the Services.

So that Company can pay you in a timely manner, you must have a PayPal account or a Payoneer account in good standing and keep Own The Vision Academy apprised as to the correct email address associated with your PayPal or Payoneer account. Payment will be made within forty-five (45) days of the end of the month in which the fee for a Course was received. You are responsible for providing Company with all identifying and tax information necessary for the payment of amounts due.

As an Instructor, you are responsible for determining whether you are eligible to be paid by a US company.

Japan Specific Terms

The following terms apply to Our Instructors in Japan:

- The Standard Revenue Share to Instructor shall be 33% of the Net Amount received from Instructor's Course(s).

10. Refunds

As an Instructor, you acknowledge and agree that Students have the right to receive a refund, as set forth in section 10 of Own The Vision Academy's [Terms of Use](#). Neither Instructors nor Own The Vision Academy shall receive any payments, fees or commissions for any transactions for which a refund has been granted pursuant to section 10 thereof. In the event that a Student requests a refund for a Course after Own The Vision Academy has sent an Instructor payment for that Course, Own The Vision Academy reserves the right to either (1) deduct the amount of such refund from the next payment to be sent to that Instructor, or (2) require that Instructor to refund any amounts refunded to Students for Instructor's Course to the extent no additional payments are due from Own The Vision Academy to Instructor or such payments due to the Instructor are insufficient to cover the amounts refunded to Students.

11. Taxes

You understand and agree that You are responsible for any taxes on Your income. We reserve the right to withhold payment if we do not receive proper tax documentation. With regard to sales tax on the sale of Your Courses, the following applies:

1. European Union

In the event that the sale or delivery of a Course or any Submitted Content to any Student in the European Union is subject to any value added tax ("VAT"), under applicable law, Own The Vision Academy will collect and remit the VAT to the competent tax authorities for sales of such Courses or Submitted Content to Students in the European Union. **Own The Vision Academy may at its Own discretion increase the Sale Price where Own The Vision Academy is of the view that VAT may be due and Own The Vision Academy will have a liability to account for such.** You will indemnify and hold Own The Vision Academy harmless against any and all claims by any tax authority for any underpayment of VAT, and any penalties and/or interest thereon on Your Instructor Revenue or otherwise.

2. All Other Countries

For sales of any Courses or Submitted Content in countries other than the European Union, South Korea and Japan (more information on taxes in South Korea and Japan [here](#)), You are responsible for following the requirements of the appropriate taxing authority related to sales tax on Your Courses (which may be different to the tax authority in Your own location). Own The Vision Academy is unable to provide You with tax advice and You should consult Your own tax advisor.

12. Deletion of Your Account

If You wish to delete Your Instructor Account, You may do so by following the steps provided in the following [Instructor instruction page](#). We will use commercially reasonable efforts make any remaining scheduled payments due and owing to You prior to deleting Your Account. You hereby understand and agree that if Student(s) have previously enrolled to Your Course(s), after Your Account has been deleted Your name and such Course(s) will remain accessible to those such Students who enrolled to Your Course(s). Should You require any assistance or encounter any difficulty in deleting Your Instructor Account You may also contact Us via email at support@OTVAcademy.com or via our [Support Center](#), and We will make commercially reasonable efforts to respond to Your request within 24 hours.

13. Modifications to These Instructor Terms

From time to time, We may update these Instructor Terms to clarify our practices or to reflect new or different practices, such as when We add new features, and Own The Vision Academy reserves the right to modify and/or make changes to these Instructor Terms at any time. If We make any material change We will notify You using prominent means such as by email notice sent to the email address specified in Your Account or by posting a notice on Our Services. Other modifications will become effective on the day they are posted unless stated otherwise. If You continue to use the Services, after the effective date of any change, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the Instructor Terms as changed. The revised Instructor Terms supersedes all previous Instructor Terms.