

# Teacher Terms

*These Teacher Terms were last updated October 31st, 2019.*

When you sign up to become a Teacher on the GotExams platform, you agree to abide by these Teacher Terms ("**Terms**"). These Terms cover details about the aspects of the GotExams platform relevant to Teachers and are incorporated by reference into our Terms of Use, the general terms that govern your use of our services.

As a Teacher, you are contracting directly with GotExams, regardless of whether another GotExams subsidiary facilitates payments to you.

## 1. Teacher Obligations

As a Teacher, you are responsible for all content that you post.

You represent and warrant that:

- you will provide and maintain accurate account information;
- you own or have the necessary licenses, rights, consents, permissions, and authority to authorize GotExams to use your submitted content as specified in these Terms and the Terms of Use;
- your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the services; and

You warrant that you will not:

- post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libellous content or information;
- post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the services or to any user;
- use the services for business other than providing exams to students;
- engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording;
- impersonate another person or gain unauthorized access to another person's account;
- interfere with or otherwise prevent other Teachers from providing their services and exams; or

- abuse GotExams resources, including support services.

## 2. License to GotExams

You grant GotExams the rights detailed in the Terms of Use to offer, market, and otherwise exploit your submitted content, and to sublicense it to students for these purposes directly or through third parties.

However, (1) rights given to students before the Submitted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) GotExams' right to use such Submitted Content for marketing purposes shall survive termination.

We may record all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the services. You grant GotExams permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the services, your Submitted Content, or GotExams' content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

## 3. Trust & Safety

### 3.1 Trust & Safety Policies

You agree to abide by GotExams' exam quality standards or policies prescribed by GotExams from time to time. You should check these policies periodically to ensure that you comply with any updates to them. You understand that your use of the services is subject to GotExams' approval, which we may grant or deny at our sole discretion.

We reserve the right to remove exams, suspend payouts, and/or ban Teachers for any reason at any time, without prior notice, including in cases where:

- a Teacher or exam does not comply with our policies or legal terms (including the Terms of Use);
- an exam falls below our quality standards or has a negative impact on the student experience;
- a Teacher engages in behaviour that might reflect unfavourably on GotExams or bring GotExams into public disrepute, contempt, scandal, or ridicule;
- a Teacher engages the services of a marketer or other business partner who violates GotExams' policies; or
- as determined by GotExams in its sole discretion.

## 3.2 Relationship to Other Users

Teachers don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you through the services. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the GotExams platform, and that you won't solicit additional personal data or store students' personal data outside the GotExams platform. You will indemnify GotExams against any claims arising from your use of students' personal data.

## 4. Pricing

### 4.1 Price Setting

When creating an exam, you will be prompted to fix a price ("**Base Price**") for your exam. Alternatively, you may choose to offer your exam for free by setting the price as Rs 0.

You give us permission to share your exams for free with our employees, with selected partners, and in cases where we need to restore access accounts who have previously purchased your exams. You understand that you will not receive compensation in these cases.

### 4.2 Promotional Programs

GotExams offers several optional marketing programs (Promotional Programs) in which you can choose to participate. These programs can help increase your revenue potential on GotExams by finding the optimal price point for your exams and promoting them through additional marketing channels.

## 5. Payments

### 5.1 Revenue Share

When a student purchases your exam, we calculate the gross amount of the sale as the amount actually received by GotExams from the student ("**Gross Amount**"). From this, we subtract any transaction taxes, and your payout will be 60% of the remaining amount. GotExams will retain the remaining 40% to cover operational and maintenance costs.

### 5.2 Receiving Payments

For us to pay you in a timely manner, you must own a Paytm account in good standing and must keep us informed of the correct email associated with your account. You agree that we have the right to withhold appropriate taxes from your payments. We reserve the right to withhold payments or impose other penalties if we do not receive proper identifying information or tax documentation from you. You understand and agree that you are ultimately responsible for any taxes on your income.

Depending on the applicable revenue share model, payment will be made at the end of every week in which (a) we receive the fee for an exam or (b) the relevant exam consumption occurred.

We reserve the right not to payout funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

## 6. Trademarks

While you are a published Teacher and subject to the requirements below, you may use our trademarks where we authorize you to do so.

### You must:

- only use the images of our trademarks that we make available to you
- only use our trademarks in connection with the promotion and sale of your GotExams exam or your participation on GotExams; and
- immediately comply if we request that you discontinue use.

### You must not:

- use our trademarks in a misleading or disparaging way;
- use our trademarks in a way that implies that we endorse, sponsor, or approve of your exams or services; or
- use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## 7. Miscellaneous Legal Terms

### 7.1 Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and GotExams reserves the right in its sole discretion to modify and/or make changes to these 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 through our services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

## 7.2 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

## 7.3 Survival

The following sections shall survive the expiration or termination of these Terms: Sections 2 (License to GotExams), 3.3 (Relationship to Other Users), 5.2 (Receiving Payments), and 9 (Miscellaneous Legal Terms).

## 8. How to Contact Us

The best way to get in touch with us is to contact our Support Team via email. We'd love to hear your questions, concerns, and feedback about our services.

The logo for GotExams, featuring the word "Got" in a light blue, rounded font, followed by "Exams" in a yellow, rounded font. The "t" in "Got" is stylized with a blue vertical bar extending upwards.