# **TERMS OF USE**

The information provided by **HIRE MY ONLINE PROFESSOR'S ASSISTANT** ("HIRE MY ONLINE," "we," "us," or "our") on our website (https://hiremyonline.com) (the "Site") and through our products and/or services (collectively "Materials") is for general informational purposes only. All information on the Site and in our Materials is provided in good faith; however, we make no representation and/or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, and/or completeness of any information on the Site or in our Materials.

Your access to and use of the Site and/or products and services of HIRE MY ONLINE is conditioned upon your acceptance of and compliance with the terms included herein (these "Terms"). These Terms apply to all visitors, users and others who wish to access or use the Site and/or products and services of HIRE MY ONLINE. Please read these Terms carefully, and keep a copy of them for your reference. If you do not agree to all the Terms herein, then you may not access the Site or use any products and/or services offered by HIRE MY ONLINE. HIRE MY ONLINE reserves the right to update, change and/or replace any part of these Terms by posting updates and/or changes on the Site. Use of or access to the Site or products and/or services following the posting of any changes to these Terms constitutes acceptance of such changes.

Your use of the Site, products and/or services of HIRE MY ONLINE is subject to HIRE MY ONLINE'S Privacy Policy. Please review our Privacy Policy, which also governs the user of our Site, products and services and informs users of our data collection practices.

# Eligibility

You must be 18 years of age or older and legally eligible to work in the United States to use the Site, products and/or services of HIRE MY ONLINE.

### **Electric Communications**

Visiting the Site or sending emails to HIRE MY ONLINE constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

The Site may include certain features or services that are available via your mobile phone (the "*Mobile Services*"). You may have the option to provide your mobile number in the registration process as part of your contact information. By using the Mobile Services of HIRE MY ONLINE by providing your mobile number as a contact point, you agree that HIRE MY ONLINE may communicate with you by short message service ("*SMS*"), multimedia messaging service ("*MMS*"), text message and/or any other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to HIRE MY ONLINE. You understand that your carrier's normal messaging, data and other rates and fees will apply to these Mobile Services and other communications, and you should check with your carrier to find out what plans are available and how much they cost.

## ACCURACY OF BILLING INFORMATION

Any and all users of the Site, products and/or services of HIRE MY ONLINE agree to provide current, complete and accurate payment information. Any and all users agree to promptly update their payment information, including, but not limited to, their email address and/or credit card numbers (if applicable) and expiration dates so HIRE MY ONLINE may complete transactions and contact users as needed.

All prices are quoted in the denomination stated. To make a purchase, you must provide a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("PAYMENT PROVIDER"). Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing HIRE MY ONLINE with your credit card number and associated payment information, you hereby authorize HIRE MY ONLINE to immediately charge your credit card for all fees and charges due and payable to HIRE MY ONLINE hereunder or credit your credit card for any refunds owed and that no additional notice or consent is required. You agree to immediately notify HIRE MY ONLINE of any change in your billing address or the credit card used for payment hereunder. HIRE MY ONLINE reserves the right at any time to change its prices and billing methods, either immediately upon posting on the HIRE MY ONLINE Site or by e-mail delivery to you.

#### Links to Third-Party Sites and/or Third-Party Products and Services

The Site may contain links to other websites ("*Linked Sites*"). The Linked Sites are not under the control of HIRE MY ONLINE and HIRE MY ONLINE is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. HIRE MY ONLINE is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HIRE MY ONLINE of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site, you hereby acknowledge and consent that HIRE MY ONLINE may share such information and data with any third party with whom HIRE MY ONLINE has a contractual relationship to provide the requested product, service and/or functionality on behalf of the Site's users and customers.

#### Accuracy, Completeness & Timeliness of Information

HIRE MY ONLINE is not responsible if information on the Site is not accurate, complete and/or current. Any and all material on the Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions. Any reliance on the material on the Site is at the user's own risk.

### Modifications to HIRE MY ONLINE'S Products, Services and Prices

Prices for our services are subject to change without notice. HIRE MY ONLINE reserves the right at any time to modify and/or discontinue the services it offers (or any part or content thereof) without notice at any time. HIRE MY ONLINE shall not be liable to any users of the Site for any modification, price change, suspension and/or discontinuance of the services it offers.

HIRE MY ONLINE reserves the right to limit the rendering of its services to any person, geographic region and/or jurisdiction. HIRE MY ONLINE may exercise this right on a case-by-case basis. All descriptions of

services or services pricing on the Site is subject to change at any time without notice at the sole discretion of HIRE MY ONLINE. HIRE MY ONLINE does not warrant that the quality of its services and/or information obtained by a user of the Site will meet the user's expectations or that any errors in the services offered by HIRE MY ONLINE will be corrected.

## **Account Registration**

You may be required to register for an account to access certain features. You are responsible for safeguarding your login information and for all activities under your account.

## Acceptable Use

You agree not to:

- Misrepresent your identity or submit false information;
- Use the Site, products and/or services for unlawful purposes;
- Interfere with the operation of the Site, products and/or services; and/or
- Distribute malware or engage in unauthorized data collection.

#### **Intellectual Property**

All content, features, and tools on the Site or contained within any products and/or services of HIRE MY ONLINE are owned by HIRE MY ONLINE or its licensors unless otherwise stated. Unauthorized reproduction or distribution is strictly prohibited. Sharing, copying, and/or redistributing HIRE MY ONLINE content in any way is **NOT PERMITTED** without the prior written consent of HIRE MY ONLINE.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to HIRE MY ONLINE that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of HIRE MY ONLINE and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. HIRE MY ONLINE content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in

any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of HIRE MY ONLINE. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of HIRE MY ONLINE or our licensors except as expressly authorized by these Terms.

#### Indemnification

You agree to indemnify, defend and hold harmless HIRE MY ONLINE, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. HIRE MY ONLINE reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with HIRE MY ONLINE in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and HIRE MY ONLINE agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

# **Liability Disclaimer**

The information and services included in or available through the Site and the products and/or services of HIRE MY ONLINE may include inaccuracies or typographical errors. Changes are periodically added to the information herein. HIRE MY ONLINE may make improvements and/or changes in the Site at any time.

HIRE MY ONLINE makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information and/or services for any purpose. To the maximum extent permitted by applicable law, all such information, products and services are provided "*as is*" without warranty or condition of any kind. HIRE MY ONLINE hereby disclaims all warranties and conditions with regard to this information and its products and/or services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall HIRE MY ONLINE be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site, with the delay or inability to use the Site or related services, the provision of or failure to provide services, or for any information and services obtained through the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability or otherwise, even if HIRE MY ONLINE has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is to discontinue using the Site.

HIRE MY ONLINE makes no representations and/or warranties as to the success of the Site, products and/or services for any purpose or use. Past results are in no way a guarantee of results for any current client of HIRE MY ONLINE. User hereby disclaims that it is relying upon or has relied upon any representation and/or warranty not included in these Terms that may have been made by any person, and acknowledges and agrees that HIRE MY ONLINE disclaims any such other representations and/or warranties.

### **TERMINATION/ACCESS RESTRICTION**

HIRE MY ONLINE reserves the right, in its sole discretion, to terminate your access to the Site and the related products and/or services or any portion thereof at any time, without notice.

## MISCELLANEOUS PROVISIONS

You agree that no joint venture, partnership, employment, or agency relationship exists between you and HIRE MY ONLINE as a result of these Terms or use of the Site, products and/or services of HIRE MY ONLINE. HIRE MY ONLINE'S performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HIRE MY ONLINE'S right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by HIRE MY ONLINE with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HIRE MY ONLINE with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HIRE MY ONLINE with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **GOVERNING LAW AND VENUE**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in the State of Delaware in all disputes arising out of or relating to the use of the Site, products and/or services of HIRE MY ONLINE. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

## **Changes to Terms**

HIRE MY ONLINE reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. HIRE MY ONLINE encourages you to periodically review the Terms to stay informed of our updates.

# HIRE MY ONLINE JOB SEARCH ASSISTANT

This section applies to users of the **HIRE MY ONLINE Job Search Assistant** service, where HIRE MY ONLINE Job Search Assistant actively supports your Online Adjunct job search by applying to jobs on your behalf and managing communications.

### **Active Job Application Support**

- By enrolling in this service, you authorize HIRE MY ONLINE Job Search Assistant to act on your behalf during the job search process.
- Our Job Search Assistants will:
  - Identify and apply to suitable Online Adjunct teaching roles
  - Submit your resume and cover letter to colleges and universities
  - Reach out to institutions using a dedicated Gmail account created specifically for your job search

#### **Candidate Information**

- You agree to provide accurate and up-to-date information regarding your qualifications, resume, teaching interests, and availability.
- You are responsible for ensuring that the resume and cover letter used by our Assistants reflect your true and most compelling background.

### Shared Gmail Usage Policy for Communications

- A dedicated Gmail account will be created for your job search. This Gmail will:
  - Be created *with you* during a set allocated time. The Gmail account shall be set up in your name and with your identifying factors.
  - Be accessible to both you and the HIRE MY ONLINE Job Search Assistant team at all times
  - Be used for ALL communication with colleges/universities during the job search

- You may not change the password without notifying HIRE MY ONLINE Job Search Assistant; HIRE MY ONLINE Job Search Assistant will not change the password without notifying you.
- Remains active until one month after your subscription ends. A month after your subscription ends (non-payment), HIRE MY ONLINE Job Search Assistant reserves the right to update the password and archive the Gmail account.
- Your HIRE MY ONLINE Job Search Assistant will conduct all outgoing communications and incoming communications up until the time of an Interview Request.
- You are expected to use this Gmail account exclusively for job-related communication until you are officially hired and receive credentials. At that time, you will pay the HIRE MY ONLINE <u>Hire Fee</u>. After that, you may continue the communication via your personal email if preferred.
  - You MUST use the dedicated Gmail for all communications with schools from the time of their email wanting to connect with you (about an interview) until you receive credentials.
    - We will provide a checklist to follow upon any interview.

### **Interview Process**

• Your Job Search Assistant will conduct all outgoing communications and incoming communications up until the time of an Interview Request. Upon Interview Request until the time you are hired, <u>you</u> will conduct messaging, but it must be via the dedicated Gmail account.

# **Outreach Contacts Are Proprietary**

- All institutions and academic contacts reached out to on your behalf are part of HIRE MY ONLINE Job Search Assistant's **proprietary network**.
- Sharing, copying, or redistributing contact information received through the platform in any way is **not advised and NOT permitted** without the prior written consent of HIRE MY Job Search Assistant.
  - Even after you are hired, sharing the contact information of the university and hiring decision maker is not allowed and considered a breach of our proprietary intellectual property.
  - Sharing our proprietary information can result in immediate termination of our services and we reserve the right to take legal action for infringement.

# Auto-Renewal Policy

• The HIRE MY ONLINE Job Search Assistant service is offered on a **subscription basis** with automatic renewal unless otherwise specified.

- By enrolling in this service, you agree that your subscription will **automatically renew** at the end of each billing cycle (e.g., monthly), and you will be charged using the payment method on file.
- You will receive a **reminder email at least** *five* (5) *days* before your renewal date with the option to cancel or update your subscription.
- If you do not cancel before the renewal date, your subscription will be extended for another term at the current rate.
- You may cancel your subscription at any time by contacting support at support@HireMyOnline.com, and your service will remain active until the end of the current billing period.
- No partial refunds are issued for unused time if you cancel mid-cycle.
- HIRE MY ONLINE Job Search Assistant reserves the right to modify subscription pricing with *thirty (30) days' notice* via email or platform notification.

#### Hiring Fee and Credit Policy

- A Hire Fee will be sent via a Paypal link/Stripe link and shows as
  Seller Info: AHES (please note this seller information)
- A **Hire Fee** is charged when you receive official **login credentials** from a university or college, confirming your onboarding as an Instructor.
- If you are not assigned a course within a one (1) year timeframe, and you decide to resign formally from the school that hired you, please send an email from the dedicated Gmail account. Thereafter, you will receive a credit toward your next hire, provided you: Send a formal resignation confirmation and provide proof that no course was assigned.

### **Communication & Reporting**

You agree to:

- Receive regular updates summarizing applications submitted and responses received
- Review and approve materials used in applications upon request
- Promptly respond to communication and follow up with institutions when needed

#### **No Employment Guarantee**

While we strive to maximize your chances of getting hired, HIRE MY ONLINE Job Search Assistant **does not guarantee interviews or employment offers**. Outcomes vary based on the candidate's qualifications, hiring seasons, and institutional needs.

#### **Duration and Service Limits**

- The frequency and duration of assistant outreach will be outlined at the time of enrollment based on the package you choose.
- HIRE MY ONLINE Job Search Assistant reserves the right to adjust the service based on workload, job market trends, or other operational needs.

# HIRE MY ONLINE TEACHING ASSISTANT

This section applies to users of the **HIRE MY ONLINE Teaching Assistant** service, which offers support in suggested grading, course building, onboarding paperwork, and classroom management tasks for Adjunct faculty.

#### **Service Duration and Pricing**

- Standard Teaching Assistant services are offered for **courses up to** *eight (8) weeks* in **length**.
- The pricing remains fixed for this duration.
- For courses longer *than eight (8) weeks*, custom pricing will apply based on workload and length of engagement.

# FERPA Compliance & Offline Support

- To ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and to protect student privacy:
  - All **grading and student-related support services are performed offline**, using files shared directly between you and our Assistants.
  - We do not store, transmit, or access student information through third-party cloudbased LMS platforms or public tools.
- You agree to **export required data** and share it with our team via secure, agreed-upon methods (e.g., encrypted files, password-protected documents).
- It remains your responsibility to verify and finalize all grades and ensure institutional compliance on your end.

## Suggested Grading Support

- Your HIRE MY ONLINE Teaching Assistant provides suggested scores and feedback only for assignments and student work.
- Final review and submission are the sole responsibility of the faculty member, ensuring compliance with institutional policies.

### **Custom Video Avatar Consent**

- If you opt for services that include a **custom video avatar** (e.g., for announcements or lectures):
  - Your consent is required prior to creation and use.
  - You will have the opportunity to review and approve the avatar before it is implemented in your videos.

#### **Course Building Requirements**

- If we are assisting in **building or designing a course**:
  - You must inform us of **any institutional or content-specific requirements in advance**.
  - Failure to communicate key requirements may result in delays or the need for revision.
  - We build a standard *eight (8) week* course with a specific checklist provided in advance, customization will require prior agreement and an agreed pricing.

#### **New Hire Paperwork Assistance**

- If you request support with new hire onboarding paperwork:
  - You must provide accurate and up-to-date personal and professional information, some of which may be proprietary.
  - HIRE MY ONLINE Teaching Assistant is not responsible for delays or errors caused by inaccurate or incomplete data.

### **Payment Terms**

- A partial payment of Fifty Percent (50%) is required at the start of the service.
- The remaining balance of *Fifty Percent (50%)* must be paid at the end of the service period within *seven (7) days*.

• Payment schedules and invoices will be communicated in writing prior to the start date.

## **Cancellation & Refund Policy**

- Cancellations must be submitted in writing at least *seven (7) days* before the service start date to be eligible for a refund.
- If cancellation occurs:
  - Before services begin: a full refund
  - After services have started: a partial refund may be considered (to be determined in the sole discretion of HIRE MY ONLINE), based on the amount of work already completed.
  - After 50% of the service duration has passed: no refunds will be issued. The determination of whether 50% of the service duration has passed shall be made in the sole discretion of HIRE MY ONLINE.
- Custom services (e.g., course design, video avatars) are **non-refundable** once services have started.

### **Content Ownership & Confidentiality**

- All materials created by HIRE MY ONLINE Teaching Assistant (e.g., grading templates, course content, video avatars) are for your individual use.
- You may not resell, redistribute, or share proprietary content with third parties.
- Sharing, copying, or redistributing the work completed by HIRE MY ONLINE Teaching Assistant is not advised and NOT permitted without the prior written consent of HIRE MY ONLINE Teaching Assistant; any such unauthorized user shall be considered a breach of our proprietary intellectual property and these Terms.
  - Sharing our proprietary information can result in immediate termination of our services and we reserve the right to take legal action for infringement.
- All personal information, course materials, and institutional details shared with HIRE MY ONLINE Teaching Assistant will be treated as **confidential** and will not be shared or used beyond the scope of the service.

### **Service Revisions & Adjustments**

- If minor revisions are needed (e.g., corrections in course materials or avatar scripts), they must be requested within seven (7) days of delivery.
- Additional revisions or requests falling outside the original service scope may incur **extra charges** as determined in the sole discretion of HIRE MY ONLINE.

• HIRE MY ONLINE Teaching Assistant reserves the right to **refuse unreasonable or excessive revision requests** beyond what was agreed.

## **Communication Standards**

- For all services, communication must be maintained through the agreed channels.
- Delayed responses or missed deadlines due to **lack of client input** may affect service quality or timeline, for which HIRE MY ONLINE Teaching Assistants are not responsible.

## **Service Pausing or Delays**

- If the client is unavailable or delays progress, the service may be paused. The remaining time will not be automatically extended unless discussed.
- Services paused for more than *thirty (30) days* without notice may be considered **abandoned**, and no refund will be issued.

# HIRE MY ONLINE TEACHER COURSE

This section applies to users enrolled in the **HIRE MY ONLINE Teacher Course**, which is designed to help faculty members kickstart their career in online teaching.

# **Proprietary Course Content**

- All course materials—including videos, slides, downloadable templates, and text-based content—are **proprietary to HIRE MY ONLINE Teacher Course** and protected by copyright laws.
- You are granted a **non-transferable**, **single-user license** to access the content for your own educational use.
- You may **not reproduce, share, sell, or redistribute** course content without the prior written permission of HIRE MY ONLINE.
- Sharing, copying, or redistributing course content is **not advised and NOT permitted** without written consent of HIRE MY ONLINE Teacher Course.
  - Sharing our proprietary information can result in immediate termination of our services and we reserve the right to take legal action for infringement.

# **Certificate of Completion**

• Upon successful completion of all course modules and any required assessments, a **digital Certificate of Completion** will be issued.

• This certificate is a **recognition of participation**, not a formal teaching license or accredited credential.

#### No Job Guarantee

- Participation in the course does not guarantee employment or job placement.
- While the course provides guidance, tools, and support to improve your readiness for online teaching, hiring decisions are made by external institutions.

# **Refund Policy**

- Refund requests must be submitted within seven (7) days of purchase, and only if you have completed no more than *Twenty Percent (20%)* of the course content.
- If you've accessed a significant portion of the course (including downloadable materials) as determined in the sole discretion of HIRE MY ONLINE, your purchase may be **non-refundable**.
- No refunds will be issued after certificate issuance.

USER ACKNOWLEDGES THAT SUCCESS IN ANY ENGAGEMENT BETWEEN USER AND HIRE MY ONLINE IS PREDICATED ON THE PARTICIPATION AND AVAILABILITY OF THE USER. USER IS SOLELY RESPONSIBLE FOR CREATING AND IMPLEMENTING ITS OWN DECISIONS, CHOICES, ACTIONS AND RESULTS ARISING OUT OF OR RESULTING FROM THE USER'S USE OF THE SITE AND/OR THE PRODUCTS AND/OR SERVICES OF HIRE MY ONLINE AS CONTEMPLATED HEREIN. AS SUCH, USER AGREES THAT HIRE MY ONLINE IS NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ACTIONS OR INACTION, OR FOR ANY DIRECT OR INDIRECT RESULT OF ANY SERVICES PROVIDED BY HIRE MY ONLINE.