



## INSTRUCTOR TERMS & CONDITIONS

*This Instructor Terms Version 1.0 was last updated on 26/04/2021*

### 1. Acknowledgement and Acceptance of Instructor Terms & Conditions

This Instructor Terms & Conditions (hereinafter the "Agreement") contains the terms and conditions of the Instructor's participation on the [www.icpte.com](http://www.icpte.com) (hereinafter "ICPTE Platform", "website") as an Instructor (hereinafter the "Instructor", "you" "your"). This Agreement applies to you in the capacity of an Instructor.

As an Instructor, you are contracting directly with the G.P. Global Ltd (hereinafter the "Company", "ICPTE", "we", "us", "our"), who is the owner of the ICPTE platform and of the trademark INSTITUTE OF CONTINUOUS PROFESSIONAL TRAINING AND EDUCATION (ICPTE).

This Agreement represents the entire understanding between the Instructor and the Company regarding any course(s) submitted by the Instructor to ICPTE and offered through the ICPTE Platform hereunder and supersedes any prior statements or representations. By signing up to become an Instructor on the ICPTE platform, the Instructor EXPRESSLY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you do not agree to this Agreement, please do not apply to become an Instructor.

### 2. Change Of Terms

The Company shall have the right at any time without notice to change, modify, add or delete any part of this Agreement. When a change, modification, addition or deletion is applied, the updated date on the top of this page will be revised. You are encouraged to frequently check this Agreement for any changes, to stay informed for any change, modification, addition or deletion. You acknowledge and agree that is your responsibility to review this Agreement frequently and become aware of any change, modification, addition or deletion.

For any material change of any part of this Agreement, you will be notified by email sent to the email address specified in your account.

Any change, modification, addition or deletion will become effective on the day they are posted on this Agreement unless stated otherwise. Your continuing submission of courses to ICPTE, following any changes, modification, addition or deletion to this Agreement will be deemed your acceptance of those changes, modification, addition or deletion.

### 3. Key Definitions

- "Courses" means the on-line presentations for specific topics as agreed to by the Company and the Instructor. Courses will be made available to clients once reviewed and uploaded on the ICPTE platform. Such courses include the courses' content, courses' material, tests, quizzes, all photos, illustrations, videos, documents, audio or any other material provided by the Instructor in the course of providing courses to ICPTE.



- “Instructor” means a person engaged as an independent contractor to provide courses to ICPTE in order to be uploaded on the ICPTE platform and offered to be purchased and view by clients.
- “Client” means a person who will create an account and log in on the ICPTE platform and purchase course(s) and may be located at any location around the world.
- "ICPTE Platform" means the [www.icpte.com](http://www.icpte.com), maintained and owned by G.P. Global Ltd.
- "Sale Price" means the course price in EURO that includes any applicable sales or other taxes (VAT). The Sale Price is the price of each course that will be offered to clients.
- "Gross Amount" means the amount received by the Company from a client for the purchasing of the Instructor's course.
- "Net Amount" means the amount that the Company actually received from a client for the purchasing of the Instructor's course. The Net Amount is calculated when subtract from the Gross Amount received of any applicable sales or other taxes (VAT).
- “Short” CV means the Instructor's CV with his/her basic career highlights without excessive or repetitious detail.

#### 4. Instructor Obligations

You are responsible for everything related to your course(s), for example course(s) content, course(s) material, test(s), quizzes, all photo(s), illustration(s), video(s), document(s), audio or any other material provided by you in the course of providing course(s) to ICPTE.

You represent and warrant that:

- you have provided correct and maintain accurate Instructor's account information;
- you have the necessary licenses, permissions, rights, and authority to submit course(s) to ICPTE;
- you have the necessary licenses, permissions, rights, and authority to authorize ICPTE to use, reproduce, distribute, publicly display, promote, market and in general use and exploit your course(s) that you have submitted to ICPTE as specified in this Agreement and the [Terms of Use](#);
- you will submit to ICPTE course(s) pursuant to this Agreement and the [Terms of Use](#);
- no course submitted to ICPTE shall infringe or misappropriate any third party's intellectual property rights. You shall be solely liable for any damage resulting from any infringement of intellectual property rights, or any other harm resulting from the submission of course(s) that infringe or misappropriate any third party's intellectual property rights;
- you have the appropriate and required qualifications and expertise (education, training, knowledge, and skill) relevant to the course(s)' topics submitted to ICPTE;
- you will not provide any inappropriate, offensive, racist, seductive, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- you will not include any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of unsolicited or unauthorized content (commercial or otherwise) in the material of your courses submitted to ICPTE platform;
- you will not engage in any activity that will require ICPTE to obtain any licenses from or pay any royalties to any third party;



- you will not impersonate another person or gain unauthorized access to another Instructor's or client's account;
- you will not interfere with or otherwise prevent other Instructors from providing their courses to ICPTE platform;
- you will not harvest or otherwise collect information about others, including email addresses;
- you will not use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of Instructors posted by the Company;
- you will not abuse the ICPTE platform;
- you will not introduce any viruses, worms, spyware or any computer code, file or program that may or is intended to damage the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation offer by the Company;

### **5. Obligations of the Company**

- The Company will promote and offer the course(s) received by you, through the ICPTE Platform.
- The Company will pay you in a timely manner in accordance with the provisions of this Agreement.

### **6. License to Company**

You authorize the Company based on the provisions of this Agreement to offer or market, and otherwise use and exploit the course(s) that you provide to the Company.

You grant Company permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the course(s) that you have submitted to the Company.

You grant the right and license to the Company to make as many backup copies of the course(s) that you have submitted to the Company, as may be necessary.

You hereby grant ICPTE the right to edit, copy, publish, record and distribute your course(s) made available through the ICPTE platform.

### **7. Pricing**

Your course(s) will be offered to clients through the ICPTE Platform on a Sale Price determined by the Company in EURO.

### **8. Promotional programs**

You will have the opportunity to participate in certain promotional programs. In such case, your course(s) shall be offered to clients through the ICPTE Platform in discounted Sale Price.

The Company reserves the right to decide which course(s) to participate in promotional programs. You understand and accept that your course(s) may participate in promotional programs upon decision of the Company.



You understand and agree that during promotional programs, where your course(s) will participate, the Company shall receive discounted Gross Amount and discounted Net Amount for your course(s) sold.

### 9. Taxes

If a client purchases a course in a country that requires the Company to remit local taxes, value added taxes (VAT), or any other transaction taxes, under applicable law, the Company will collect and remit these taxes to the relevant tax authorities for those sales. The Company reserves the right to increase the Sale Price on its discretion where the Company determines that such taxes may be due.

You understand and agree that you are ultimately responsible for any taxes on your income.

The Company and you shall be responsible for remitting their own taxes to the relevant taxing authorities.

### 10. Instructor's Payments

When a client purchases a course, the Company calculates the Gross Amount that the Company received from the client. Then the Company subtracts from the Gross Amount received of any applicable sales or other taxes (VAT) in order to calculate the Net Amount received from the client for the purchasing of your course. (e.g. the Company has received Eur 119 for the sale of a course. This is the Gross Amount (Eur 100 + 19% VAT = Eur 119). The Net Amount is (Eur 119 – Eur 19 (vat) = Eur 100). You are entitled to receive 30% on the Eur 100).

Your payment shall be 30% of the Net Amount that the Company receives for the purchasing by clients of your course(s).

All the payments to you shall be made in Euro (EUR).

You shall bear any transaction processing fees, wiring fees, exchange rate fees and any other fees that may apply for the performance of a payment by the Company to you.

For the Company to be able to pay you, you must own a bank account or a PayPal account. You have the option to choose to be paid to your bank account or to your PayPal account. Payments to you will be made to the bank account or PayPal account that you have provided upon registration process. You are responsible to keep the Company informed of the correct email associated to your PayPal account or the correct account number associated with your bank account.

Payments to you shall be made in accordance with the payment option (bank account or PayPal account) that you have chosen, unless you have requested in writing otherwise.

Payments to you will be made within forty (40) days of the end of the month in which the Company has received the relevant payment of your courses. (for example, you will receive your payment, as calculated above, of the fees received by the Company for your courses that have been purchased by clients in April, the latest by the 10<sup>th</sup> of June)

You are responsible for providing the Company with all identifying and tax information necessary for the payments of amounts due.



The Company reserves the right not to make a payment to you in the event of identified fraud, violations of intellectual property rights, violations of this Agreement or other violations of the applicable law.

In case a client request from the Company for a refund for course(s) that he/she has purchased, you understand and agree that if the refund is related with any of your courses, you will not receive the 30% for your course(s) purchased related to the refund that has been granted to the client.

If in case a client has requested from the Company for a refund for course(s) that he/she has purchased and this refund relates to any of your courses, but the Company has already paid to you the relevant 30% for your courses purchased related to the refund requested, you understand and agree that the Company has the right to either subtract the relevant refund amount from the next payment to you, or where no more payments are due to you or the payments are not enough to cover the relevant refunded amounts, to require by you to refund any amounts refunded to the client for your course(s) purchased.

In no event will Company or any employee of the Company be liable for any failure or delay in the performance of a payment to you due to Force Majeure as described in clause 17 of this Agreement.

### **11. Intellectual Property**

You may use the Company's trademarks only with written permission from the Company.

INSTITUTE OF CONTINUOUS PROFESSIONAL TRAINING AND EDUCATION (ICPTE) is a registered trademark of the Company.

You may use the ICPTE trademark in connection with the promotion and sale of your course(s) that are offered through the [www.icpte.com](http://www.icpte.com). In such case, you shall avoid using the ICPTE trademark in a misleading or disparaging way. Furthermore, you shall avoid using the ICPTE trademark in a way that violates any applicable law or in connection with an offensive, inappropriate or unlawful topic or material.

You shall immediately discontinue use the ICPTE trademark if you have been requested to do so by the Company.

### **12. Termination**

The Company shall have the right to immediately terminate your status as Instructor including your account created on the ICPTE Platform without any notice in the event of any conduct by you which the Company, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement.

The Company shall also have the right to immediately terminate your status as Instructor including your account created on the ICPTE Platform without any notice in case attributed due to injury or illness, retirement, violations of practice or conformity, academic dishonesty, fraud, counterfeit, safety or accident assessments.

You may decide to terminate your account at any time. In such case the Company will cease to offer your course(s). In such case, you understand that if clients have previously purchased your course(s), your course(s) will remain accessible to those clients after your account is terminated for the time needed for clients to finish your course(s) and a certificate is issued for them.



In such case when you decide to terminate your account, the Company will delete your account and will make any remaining scheduled payments to you.

In order for the Company to terminate your account, upon your decision, you shall send an email to the Company at [info@icpte.com](mailto:info@icpte.com) asking for the termination of your account.

### 13. Right to remove your courses

The Company has the right to remove from the ICPTE Platform your course(s) for any reason at any time, without any notice, where:

- you do not comply to the Instructor Obligations as these are stated in this Agreement;
- you or your course(s) do not comply with our policies;
- you violate any of the term of this Agreement;
- as determined by the Company in its sole discretion.

### 14. Data Protection

The Company complies with the provisions of the Regulation (EU) 2016/679 and applies the necessary security measures to protect the personal data that you have provided to the Company. Before applying to become an Instructor, you must read Company's [Privacy Notice](#).

For any clarification you may require in regards the Company's Privacy Notice, please contact the Company at the email: [info@icpte.com](mailto:info@icpte.com).

When you have sent to the Company an application to become an Instructor, this deems that you have read and understood the Company's Privacy Notice.

### 15. Consent to use the Instructor's "short" CV

By submitting an application to become an Instructor you hereby expressly consent:

- to submit to the Company your "short" CV to be used by the Company;
- that your "short" CV will be posted by the Company on the ICPTE Platform and shall be available to be viewed by any visitor of the ICPTE Platform;
- that the Company shall provide to clients your "short" CV;
- that your "short" CV will be printed on the back of the certificate provided to clients attending your course(s).

### 16. Confidentiality

The Company and you shall at all times keep confidential and shall ensure that their respective employees, agents and contractors shall keep confidential any confidential information or documents in any form which it or they may acquire in the course of carrying out this Agreement and shall not use or disclose such information or documents except with the written consent of the Company or the Instructor.

This clause 16 of the Agreement shall survive and continue in full force in accordance with the terms notwithstanding any termination of the Agreement.



## 17. Force Majeure

The Company and you will not be responsible for the failure to perform or any delay in performance of any obligation hereunder for a reasonable period due to circumstances beyond their reasonable control, including, without limitation, Acts of God, war riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party providers (including providers of internet services and telecommunications) or any other similar conditions beyond their reasonable control.

## 18. Miscellaneous

### 18.1 Translation

Any version of this Agreement in a language other than English is provided for convenience and the Instructor understands and agrees that the English language will control if there is any conflict.

### 18.2 Relationship between Company and Instructor

You agree and you are engaged as an independent contractor to submit course(s) to the Company in order to be offered to clients through the ICPTE Platform, for the duration of your engagement with the Company.

The Company and you agree that no joint venture, employment, partnership, or any agency relationship exists between the Company and you.

You will not have a direct contractual relationship with clients.

## 19. Severability; Enforcement

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the Company and you shall endeavor in good faith negotiations to replace the invalid, unenforceable, or void provisions with valid provisions the effect of which comes as close as possible to that of the invalid, unenforceable, or void provisions.

The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## 20. How to contact the Company

For any question, concerns, and feedback about anything regarding ICPTE, please contact the Company via email to the email address: [info@icpte.com](mailto:info@icpte.com).

You can always contact the Company also through telephone at +357 25755911.



## 21. Governing Law

This agreement is governed by, and construed in accordance with Cyprus law. The Courts of Cyprus will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it. The Company and you irrevocably waive any right they may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.