



Instructor Terms

These Instructor Terms were last updated May 30, 2024.

When you sign up to become an instructor on the VIBET BIO platform, you agree to abide by these Instructor Terms ("Terms"). These Terms cover details about the aspects of the VIBET BIO platform relevant to instructors and are incorporated by reference into our Terms of Use, the general terms that govern your use of our Services. Any capitalized terms that aren't defined in these Terms are defined as specified in the Terms of Use.

As an instructor, you are contracting directly with VIBET BIO e-learning platform, regardless of whether another VIBET BIO subsidiary facilitates payments to you.

1. Instructor Obligations

As an instructor, you are responsible for all content that you post, including lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, labs, assessments, and announcements ("Submitted Content").

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 **VIBET BIO** 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 will ensure **a quality of service that corresponds with the standards of your industry and instruction services in general. You warrant that you will not:**

post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous 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 tutoring, teaching, and instructional services 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; frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services; impersonate another person or gain unauthorized access to another person's account; interfere with or otherwise prevent other instructors from providing their services or content; or abuse VIBET BIO resources, including support services.

2. License to VIBET BIO

You grant VIBET BIO the rights detailed in the Terms of Use to offer, market, and otherwise exploit your Submitted Content. This includes the right to add captions or otherwise modify Submitted Content to ensure accessibility. You also authorize VIBET BIO to sublicense these rights to your Submitted Content to third parties, including to students directly and through third parties such as resellers, distributors, affiliate sites, deal sites, and paid advertising on third-party platforms.

Unless otherwise agreed (including within our Promotions Policy), you have the right to remove all or any portion of your Submitted Content from the Services at any time. Except as otherwise agreed, VIBET BIO right to sublicense the rights in this section will terminate with respect to new users 60 days after the Submitted Content's removal. 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) VIBET BIO right to use such Submitted Content for marketing purposes shall survive termination.

We may record and use all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services. You grant VIBET BIO 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 VIBET BIO, 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 VIBET BIO Trust & Safety policies, Restricted Topics policy, and other content quality standards or policies prescribed by VIBET BIO 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 VIBET BIO approval, which we may grant or deny at our sole discretion.



We reserve the right to remove content, suspend payouts, and/or ban instructors for any reason at any time, without prior notice, including in cases where: an instructor or content does not comply with our policies or legal terms (including the Terms of Use); content falls below our quality standards or has a negative impact on the student experience;

an instructor engages in behavior that might reflect unfavorably on VIBET BIO or bring VIBET BIO into public disrepute, contempt, scandal, or ridicule;

an instructor engages the services of a marketer or other business partner who violates VIBET BIO's policies; an instructor uses the Services in a way that constitutes unfair competition, such as promotion of their off-site business in a way that violates VIBET BIO's policies; or as determined by VIBET BIO in its sole discretion.

3.2 Co-Instructors and Teaching Assistants

The VIBET BIO platform allows you to add other users as co-instructors or teaching assistants for Submitted Content that you manage, and you are required to comply with our Co-Instructor Relationship Rules and Guidelines when taking such actions. By adding a co-instructor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your VIBET BIO account and Submitted Content. Violations of VIBET BIO terms and policies by your co-instructor or teaching assistant may also impact your VIBET BIO account and Submitted Content. VIBET BIO is not able to advise on any questions or mediate any disputes between you and such users. If your co-instructors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your Course Management settings as of the date of the purchase.

3.3 Relationship to Other Users

Instructors 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 VIBET BIO platform, and that you won't solicit additional personal data or store students' personal data outside the VIBET BIO platform. You agree to indemnify VIBET BIO against any claims arising from your use of students' personal data.

3.4 Anti-Piracy Efforts

We partner with anti-piracy vendors to help protect your content from unauthorized use. To enable this protection, you hereby appoint VIBET BIO and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your content, through notice and takedown processes



(under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant VIBET BIO and our anti-piracy vendors primary authority to file notices on your behalf to enforce your copyright interests.

You agree that VIBET BIO and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to support@vibetbio.com with the subject line: "**Revoke Anti-Piracy Protection Rights**" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

4. Pricing

4.1 Setting

When creating Submitted Content available for purchase on VIBET BIO, you will be prompted to select a base price ("Base Price") for your Submitted Content from a list of available price tiers. Alternatively, you may choose to offer your Submitted Content for free. As a premium instructor, you will also be given the opportunity to participate in certain promotional programs under the terms of our Promotions Policy ("Promotional Programs").

If you do not opt to participate in any Promotional Programs, we will list your Submitted Content for the Base Price or the closest local or mobile app equivalent (as detailed below). If you opt to participate in a Promotional Program, we may set a different discounted price or list price for your Submitted Content as described in the Promotions Policy.

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

4.2 Transaction Taxes

If a student purchases a product or service in a country that requires VIBET BIO to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("Transaction Taxes"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due.

5. Payments

5.1 Revenue Share

When a student purchases your Submitted Content, we calculate the gross amount of the sale as the amount actually received by VIBET BIO. Your revenue share will be 68% of the Net Amount less any applicable deductions, such as student refunds. If we change this payment rate, we will



provide you 30 days' notice using prominent means, such as via email or by posting a notice through our Services.

VIBET BIO makes all instructor payments in USD (\$).

Instructor Coupons and Course Referral Links

The VIBET BIO platform allows you to generate coupon codes certain items of your Submitted Content to students at a discount, at VIBET BIO current price, or for free, as permitted within the Services. These coupon codes are subject to limits, and you may not sell them on third-party websites or otherwise offer them in exchange for compensation.

5.2 Receiving Payments

For us to pay you in a timely manner, you must own a Flutterwave account in good standing and must keep us informed of the correct email associated with your account. You will be required to update your payout settings to receive payment. 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 within 35 days of the end of the month in which (a) we receive the fee for a course or (b) the relevant course consumption occurred.

As an instructor, you are responsible for determining whether you are eligible to be paid by a Nigerian company. We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

If we cannot settle funds into your payment account after the period of time set forth by your state, country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

5.3 Refunds

You acknowledge and agree that students have the right to receive a refund, as detailed in the [Terms of Use](#). Instructors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use.

If a student asks for a refund after we have paid the relevant instructor payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the instructor or (2) where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund any amounts refunded to students for the instructor's Submitted Content.



6. Trademarks

While you are a published instructor 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, as detailed in any guidelines we may publish; only use our trademarks in connection with the promotion and sale of your Submitted Content available on VIBET BIO or your participation on VIBET BIO; 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 Submitted Content 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. Deleting Your Account

To delete your account please contact our support support@vibetbio.com. We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your Submitted Content, your name and that Submitted Content may remain accessible to those students after your account is deleted.

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 VIBET BIO my 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 Translations

Any version of these 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.

7.3 Relationship between Us

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

7.4 Survival

The following sections shall survive the expiration or termination of these Terms: Sections 2 (License to VIBET BIO), 3.3 (Relationship to Other Users), 5.3 (Receiving Payments), 5.4 (Refunds), 7 (Deleting Your Account), and 8 (Miscellaneous Legal Terms).

8. How to Contact Us

The best way to get in touch with us is to contact our support support@vibetbio.com . We'd love to hear your questions, concerns, and feedback about our Services.