teflhub.com’s Terms and Conditions, and Privacy Policy

**IT IS IMPORTANT TO ALWAYS READ THE TERMS AND CONDITIONS AS THESE BIND YOU TO A CONTRACT** as soon as you click acknowledgement that you ‘[I ]confirm I have read and accept the Conditions, Privacy Policy and Important Information’. **THE FOLLOWING TERMS AND CONDITIONS DETAIL AND FULLY OUTLINE HOW TEFLHUB.COM CANNOT BE HELD LIABLE OR RESPONSIBLE FOR ANY MISFORTUNE THAT YOU THE “USER” (THE “TEACHER/APPLICANT” OR “SCHOOL/ORGANIZATION’S” REPRESENTATIVE) EXPERIENCES AS A RESULT OF USING TEFLHUB.COM’S WEBSITE.** This document sets out in detail the terms and conditions ("TERMS") by which “you” the “user” may access and use teflhub’s (“teflhub” or “TEFLHUB”) services (including but not restricted to the job search and advertising services, social media, the resources, and the teflhub competitions (Collectively known as the “Services”)). Please read these terms very carefully before using the website and its services and be aware that when you use non-teflhub specific pages you are liable to the other providers’ Terms and Conditions, specifically those of the social media. If you are using teflhub services on behalf of your school/organization or acting as an employee, you warrant that you are authorized to enter into legally binding contracts on behalf of your school/organization. The same rights, limitations and restrictions apply to your school/organization. You agree that these terms are enforceable as if they were a written negotiated agreement between your school/organization and teflhub.com, and signed by your school/organization. **YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON "I confirm I have read and accept the Conditions, Privacy Policy and Important Information", YOU AGREE TO BE BOUND BY THESE TERMS**. If you do not accept these terms, YOU SHOULD NOT USE THE TEFLHUB WEBSITE AND ITS SERVICES. You are advised to print and retain a copy of these terms for future reference. **IF YOU ARE UNSURE ON ANY ASPECT OF THE TERMS AND CONDITIONS, PLEASE SEEK LEGAL CLARIFICATION BEFORE USING TEFLHUB.COM AS THE USE OF THE WEBSITE INDICATES AGREEMENT TO TEFLHUB’S TERMS AND CONDITIONS.**

INDEX Page

 teflhub’s Terms and Conditions Outline and Index 1 - 2

**SECTION A: GENERAL PROVISIONS - THESE APPLY TO ALL USERS OF TEFLHUB’S SERVICES.**

 A1 The Website 3

 A2 Registration 3

 A3 Your Status 3 A4 Teacher/candidate and Employer/Organization Obligations 3 – 5 A5 Termination 5 A6 Warranties and Liabilities 5 - 6 A7 Intellectual Property 6 A8 Complaints 6 A9 Data Protection and Privacy Policy 6 A10 General 6 - 7

**THE FOLLOWING SECTIONS SHALL APPLY TO YOU ACCORDINGLY IN ADDITION TO THE PROVISIONS OF SECTION A.**

**SECTION B: TEACHER/APPLICANT SERVICES**

B1 Teacher/Applicant Services 8 B2 Your Additional Obligations as a Teacher/Applicant 8 – 9 B3 Additional Warranties 9 B4 Liability 10

**SECTION C: SCHOOL/ORGANIZATION TERMS AND CONDITIONS**

C1Definitions 11 C2 Your Contract with teflhub 11 – 12

 Page

 C3 The School/Organization Services 12 – 13 C4 Your Obligations 13 – 15 C5 Charges 15 C6 Warranties and Limitation of Liabilities 16 C7 Intellectual Property Rights 16 – 17 C8 Data Protection 17

**SECTION D: RESOURCES**

D1 General 18 D2 Ownership 18 D3 Contributor/User Obligations 18 D4 Restrictions on Submitting Resources to TEFLHUB’s website 19 D5 TEFLHUB’s Resources Obligations 19 D6 Liability 19

**SECTION E: COMPETITIONS**

E1Restrictions on Entrance to teflhub Competitions 20 E2 General teflhub Competition Rules 20 – 21 E3 teflhub’s Specific T & Cs for Entering teflhub’s competitions 21 E4Winner selection and prize draw 21 E5 Liability 21

**SECTION F: SOCIAL MEDIA** F1 General Use of teflhub’s Social Media 22 F2 teflhub’s Specific T & Cs for Use of its Social Media 22 – 23 F3 Liability 23

**teflhub’s Privacy Policy** 24

**SECTION A: GENERAL PROVISIONS**

**A1 THE WEBSITE**

1.1 teflhub.com is a registered trademark: UK00003059368.

**A2 REGISTRATION**

A2.1 To use teflhub’s services, you shall first be required to register with TEFLHUB as a “teacher/candidate” or “school/organization” by completing the online registration form on the Website.

A2.2 Once the “teacher/candidate”, TEFLHUB shall send you a confirmation email (" **Confirmation Email** ") representing a statement that TEFLHUB has accepted and confirmed your registration as a User. Your contract (" **Contract** ") to use the Services commences on the date of the Confirmation Email.

A2.3 Once the “school/organization’s” representative has registered, teflhub will validate the school or organization details and then sent you a confirmation email whereupon your contract (" **Contract** ") to use the Services commences on the date of the Confirmation Email.

A2.4 TEFLHUB reserves the right to conduct verification and security procedures in respect of all information provided by you to TEFLHUB. If TEFLHUB has reason to believe that the information provided by you to register and use any of the Services breaches or is likely to breach any of the provision in these Terms, TEFLHUB at its sole discretion may take any action that it deems appropriate including without limitation, to terminate your Contract.

**A3 YOUR STATUS**

3.1 If you wish to use TEFLHUB’s Job Search services available to you on the Website, you will be deemed a “teacher/candidate”. In this case, the provisions under Section A and Section B apply. You will also have to agree to the provisions laid out in sections D,E, and F as well as the Privacy Policy.

A3.2 If you wish to use TEFLHUB’s School/Organization Job Advertising Services, you shall be deemed an " **School/organization** " and the provisions under Section A and Section C shall apply. You will also have to agree to the provisions laid out in sections D,E, and F as well as the Privacy Policy.

**A4. “Teacher/candidate” and “School/Organization” (referred in this section as “YOUR”,”YOU”, or “USER”) OBLIGATIONS**

4.1 You shall at all times use the Services and the Website in accordance with these Terms.

A4.2 It is your responsibility to keep your username and password (" **Logins** ") safe and secure and to ensure that they are not used without your permission. You must immediately notify TEFLHUB if you have reason to believe that there has been unauthorised use or access to your Logins and/or your profile on the Website ("Profile").

A4.3 You shall be solely responsible and liable for any breaches of these Terms arising out of or resulting from use of your Logins to access the Services and/or the Website, whether such use is authorised by you or not.

A4.4 You shall ensure that your use of the Services and/or the Website, including the submission of any details on your Profile or your unique individual webpage on the Website (" **Portal** ") any images, contributions to social forums through the social media, videos, audio, files, links to external website, information and all other material of all formats ("**Your Submissions**"):

A4.4.1 comply with all applicable international laws and legislations; and where applicable, European and U.S. plagiarism laws; as well as European and U.S. laws and legislation on libel or slander - whichever laws are deemed most stringent..

A4.4.2 do not infringe any intellectual property rights or other proprietary rights of any third party;

A4.4.3 are not reasonably deemed to be offensive, illegal, inappropriate or in any way, including, but not restricted to the following actions:

(i) voice, promote or incite racism, bigotry, homophobia, hatred or physical harm of any kind against any group or individual;

(ii) voice, encourage or promote any conduct that is abusive, threatening, obscene, defamatory or libellous;

(iii) harass or encourage the harassment of another person;

(iv) promote, or knowingly allow any illegal activities;

(v) display pornographic or sexually explicit material;

(vi) provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;

(vii) promote or contain information that you know or believe to be inaccurate, false or misleading;

(viii) engage in the promotion of contests, sweepstakes and pyramid schemes, without TEFLHUB’s prior written consent;

(ix) exploit people in a sexual or violent manner;

(x) invade or violate any third party's right to privacy; and

(xi) transmit "junk mail", or "chain letters", or unsolicited mass mailing, messaging or "spamming".

A4.5 TEFLHUB endeavours to maintain an honest service but holds no responsibility for any submissions as TEFLHUB does not vet, verify the accuracy, correctness and completeness, edit or modify any of Your Submissions or any other information, data and materials created, used and/or published by you on the Website to determine whether they may result in any liability to any third party. You hereby warrant that you have the right to use all such information and material and that you are thereby responsible for any breach of clause 4.4 above..

A4.6 Whilst TEFLHUB aims to publish all Your Submissions on the Website, TEFLHUB reserves the right to refuse or remove any such publication whether wholly or partly if TEFLHUB has reason to believe that your use of the Services and/or the Website breaches these Terms.

A4.6.1 Whilst TEFLHUB appreciates the contributions made by the user, TEFLHUB reserves the right to include and exclude material from the website resources pages if another user’s material is deemed more helpful to other users.

A4.6.2 TEFLHUB will include user contributions of photographs and activities on the relevant website pages provided they are of a standard dictated by TEFLHUB.

A4.6.3 TEFLHUB reserves the right to exclude material if such material is deemed to breach any copyright laws or does not meet expected standards. These materials will also be withheld from TEFLHUB’s competition draws.

A4.7 Contributions of activities and photographs made by you to TEFLHUB are made on the understanding that you hereby grant TEFLHUB a non-exclusive, perpetual, irrevocable, worldwide licence to make Your Submissions and Contributions available free of any charge or restriction (on the grounds that the materials will be used either for relevant job search processes or contributions will be used in a non-profiteering manner for educational purposes)t on the Website.

A4.8 You shall not:

A4.8.1 at any time use the Services and/or the Website with the purpose of impersonating another User or person; and

A4.8.2 use the information made available to you through your use of the Services and/or the Website for any purpose other than for the purposes of procuring benefit out of the Services and/or the Website; and

A4.8.3 do anything whatsoever which shall or is likely to impair, interfere with, damage, or cause harm or distress to any persons using the Services and/or the Website or in respect of the network.

A4.9 You shall comply with all instructions which TEFLHUB provides to you from time to time in respect of the Services and the Website.

A4.10 TEFLHUB may from time to time carry out security checks or request for information from you in order to provide you with safe and secure Services and use of the Website. You agree that you shall co-operate with any such security and request for information exercises undertaken by TEFLHUB.

A4.11 TEFLHUB takes breaches of this clause 4 very seriously and therefore reserves the right to take any action that TEFLHUB deems necessary. This can include, without limitation, suspension or termination of your use of the Services and/or access to the Website and removal of Your Submissions. In certain circumstances TEFLHUB may choose to instigate legal proceedings as appropriate if there is illegal use of the Services and/or the Website. You shall promptly notify TEFLHUB if you are aware of any suspected breaches of this clause 4 by other Users.

**A5 TERMINATION**

A5.1 You may terminate your Contract by ceasing all use of the Services and the Website and deleting your Profile. Please refer to the Website for further information about how you may delete your Profile and terminate your Contract with TEFLHUB.

A5.2 In addition to any TEFLHUB’s rights of termination outlined in Section B, or C, TEFLHUB shall be entitled to suspend and/or terminate your access and use of the Website and/or the Services:

A5.2.1 if TEFLHUB's network providers and suppliers cease providing TEFLHUB with their services;

A5.2.2 if TEFLHUB has reason to believe that you have breached any of the provisions under these Terms;

A5.2.3 if TEFLHUB has reason to believe that you fail to comply with the applicable laws and legislations;

A5.2.4 if TEFLHUB has reason to believe that your Logins and/or Profile may have been hacked into by a third party and used without your authorisation, in which case TEFLHUB shall assign you with your new Logins; or

A5.2.5 in situations where TEFLHUB has reason to believe that you have provided TEFLHUB with false, inaccurate or misleading information when you registered to use the Services and the Website.

A5.3 Upon termination of your Contract in accordance with clause 5.1 or clause 5.2, you are no longer a User of the Services and the Website and therefore shall have no access to them. TEFLHUB shall remove all information available on your Profile including without limitation Your Submissions to the extent that TEFLHUB is not bound by any existing law and legislation to retain such information.

**A6 WARRANTIES AND LIABILITIES**

A6.1 You hereby warrant that (a) you have the right and capacity to enter into and be bound by these Terms; and (b) you shall comply with all applicable laws regarding your use of the Services and the Website.

A6.2 TEFLHUB relies on other service providers (such as network provider, data centres, telecommunication providers) to make the Services and the Website available to you. Whilst TEFLHUB takes all reasonable steps available to it to provide you with an effective high-level of service, TEFLHUB does not guarantee that such service shall be fault free or uninterrupted at all times. TEFLHUB therefore shall not be liable in any way for any losses you may suffer as a result of delays or failures of the Services and Website as a result of TEFLHUB's service providers.

A6.3 TEFLHUB does not have any control in respect of the content uploaded on the Website and therefore does not vet, verify the accuracy, correctness and completeness, monitor, edit or modify any of the content on the Website (including Your Submissions) to determine whether they may result in any liability either to you or to any third party. Consequently, all information and content available on the Website is provided to you "as is" and you agree that any use made by you of such content shall be strictly at your own risk. We recommend that you do not rely on such information in making or refraining from making a decision or to embark on a specific course of action.

A6.4 TEFLHUB does not in any way participate in nor shall it be liable in any way for whatsoever reason for any communication, transaction, meet-ups, set-ups or any relationship between you and other Users. TEFLHUB therefore recommends that you take all safety precautions when contacting, socialising, and engaging in any business transactions or business or social gatherings and meetings with other Users.

A6.5 TEFLHUB may display links to third party websites on the Website. However, TEFLHUB shall not be responsible and does not accept any liability for the content and your use of such third party links.

**A7 INTELLECTUAL PROPERTY RIGHTS**

A7.1 TEFLHUB and its licensors own all copyright, trademarks, and other intellectual property rights relating to the TEFLHUB Services and its Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

A7.2 TEFLHUB allows you to print, screen, or download resources (for future classroom use) or extracts of any pages from the Website for your personal use or for use in a teaching environment whether it be one-to-one or lecture hall, but not for:

(i) commercial use;

(ii) use whereby the materials are presented without acknowledging TEFLHUB and/or TEFLHUB’s Users/Contributors as their source.

A7.3 You may draw the attention of other Users, students and current or prospective employers to Your Submissions or materials posted on the Website.

A7.4 TEFLHUB's status (and that of any identified contributors including other Users) as the author of the materials on the Website must always be acknowledged. You must not use any part of the submissions of other Users and all materials on the Website for commercial purposes.

**A8 COMPLAINTS**

A8.1 If you wish to lodge a complaint about another User for breaching any of these Terms and in particular, the terms under clause 4 or any other aspect of the Website, you may do so by sending TEFLHUB details of your complaint by using the "Contact Us" form available on the Website. TEFLHUB will use its reasonable endeavours to respond to your complaints within a reasonable time and to take reasonable action which it deems appropriate to resolve or rectify the subject matter of such complaints.

**A9 DATA PROTECTION AND PRIVACY POLICY**

A9.1 You and TEFLHUB shall comply with the Data Protection Act 1998 and all other successor legislation and regulation in the performance of the obligations set out under these Terms.

A9.2 TEFLHUB processes your personal data (as such term is defined in the Data Protection Act 1998) in accordance with its standard Privacy Policy which is accessible on the Website.

**A10 GENERAL**

A10.1 If TEFLHUB fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.

A10.2 A waiver by TEFLHUB of any default shall not constitute a waiver of any subsequent default.

A10.3 No waiver by TEFLHUB of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

A10.4 All notification and communication to TEFLHUB should be sent to the contact details made available to you on the Website.

A10.5 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

A10.6 These Terms represent the entire agreement between you and TEFLHUB in respect of your use of the Website and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

A10.7 You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between us except as expressly set out in these Terms.

A10.8 TEFLHUB reserves the right to modify these Terms at any time. Any changes we may make to this document in the future will be notified and made available to you using the Website.

A10.9 These Terms shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction. If you live outside the UK, English law shall apply only to the extent that it does not deprive you of any legal protection accorded under the law of the place where you are habitually resident. If English law deprives you of any legal protection which is accorded to you under your local law, these terms will be governed by your local law and any dispute or claim arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts where you are habitually resident.

**SECTION B: TEACHER/APPLICANT TERMS AND CONDITIONS**

**B1. TEACHER/APPLICANT SERVICES**

B1.1 TEFLHUB shall provide you with the Teacher/applicant Services free of charge in consideration for your compliance with the provisions of these Terms. The Teacher/applicant Services shall comprise the following:

(i) access to a list of jobs advertised on the Website (" **Vacancies** " and " **Vacancy** " shall be construed accordingly) by School/organizations;

(ii) the facility to apply for the Vacancies and to submit your curriculum vitae/resume (" **Profile** ") and supporting documents to the School/organizations;

(iii) use of certain features and functionalities to manage and track the Vacancies applied for and the correspondences between you and the School/organizations; and

 (iv) access to and use of any other features and functionalities of the Teacher/applicant Services provided by TEFLHUB to you from time to time.

(v) access to TEFLHUB’s resources for the use in a teaching environment providing the source (TEFLHUB) is acknowledged.

B1.2 Other than materials submitted for general teachers’ use TEFLHUB shall keep confidential all information (including but not limited to your Profile and the Vacancies for which you have applied), stored and retained by you using the Teacher/applicant Service subject to any legal and/or statutory requirements on TEFLHUB to disclose all such information about you.

B1.3 You agree and acknowledge that the Teacher/applicant Services have privacy settings which you can use to update and control the information you provide for the School/organizations. TEFLHUB shall not be liable for any breaches of confidentiality and privacy where such breaches arise out of or in connection with your use of the privacy settings on your Profile.

**B2. YOUR ADDITIONAL OBLIGATIONS AS A TEACHER/APPLICANT**

B2.1 You shall at all times use the Teacher/applicant Services in accordance with these Terms and strictly for your personal and non-commercial use only.

B2.2 You are solely responsible for the use of the Teacher/applicant Service and the management of your job search and job application process for the Vacancies advertised by the School/organizations.

B2.3 You are also solely responsible for:

(i) ascertaining the identity of the School/organization(s);

(ii) ascertaining that the School/Organization’s contact person is legitimate;

(iii) ascertaining that communications between you and the School/Organization are solely related to the application process;

(iv) ensuring that you have the qualification, skills, training and experience requested in the job specification for the Vacancies for which you applied;

(v) ascertaining the specific professional requirements, if any, required as set out in the Vacancies;

(vi) ensuring that you have sufficient information in respect of any health and safety risks in respect of a specific Vacancy and procuring a response from the School/organization regarding how it proposes to deal with such risks;

(vii) ensuring that you confirm with your foreign office/ministry the dangers, if any, that you might expose yourself to in the location of the job vacancies for which you are applying;

(viii) all information provided to the School/organization including without limitation your Profile and all other supporting documents; and

(ix) ensuring that you have the right and permission (or are able to obtain the relevant rights and permissions) to work in the relevant country specified in the Vacancy,

when you apply for a Vacancy advertised on the Website using the Teacher/applicant Services.

B2.4In using the Teacher/applicant Services, you shall:

(i) not provide information (including in your resume, Profile and any supporting documents) which you know to be inaccurate, false, incomplete, untrue or is or may be deemed to be a misrepresentation of the facts;

(ii) provide all information requested by the School/organization(s) including without limitation, proof of your identity, your qualifications, skills, training and experience and confirmation that you have the right and permission to work in the relevant country;

(iii) exercise caution and take care not to breach the provisions in your existing employment contract or any other contractual obligations you may have when you apply for a Vacancy; and

(iv) immediately notify TEFLHUB in the event it has any reason to believe or suspect that a School/organization or another User has breached any of its Terms under Section A or that any of the Vacancies posted by a School/organization is not genuine, false, inaccurate and/or incomplete.

(v) post inaccurate or unfounded negative information about a School/Organization on TEFLHUB’s social media. You will be solely responsible for such a post and TEFLHUB shall help authorities with any legal actions taken as a result of libellous or slanderous comments.

**B3. ADDITIONAL WARRANTIES**

B3.1 You shall be able to provide all the documentation requested by the School/organization in verifying your identity, your qualifications, skills, training and experiences.

B3.2 You acknowledge and agree that when you use the Teacher/applicant Services, TEFLHUB does not guarantee that you will:

(i) find Vacancies suitable to your specific qualifications, skills, training and experiences;

(ii) secure interviews with School/organizations;

(iii) secure a job; and

(iv) achieve any specific results whatsoever.

B3.3 While TEFLHUB endeavours to act on information received in such cases as B.2.4.(iv) above, you further agree that TEFLHUB does not vet or verify the identity of the School/organizations or the information set out in the Vacancies posted on the Website. Consequently, TEFLHUB does not warrant or guarantee:

(i) the currentness, completeness, correctness and accuracy of the Vacancies posted on the Website by the School/organization;

(ii) that the Vacancies are genuine; and

(iii) the identity of the School/organizations using the Website.

**B4. LIABILITY**

B4.1 TEFLHUB shall not be responsible for any losses, damages, costs or expenses that the Teacher/Applicant suffers in the course of using the Website in any capacity and recognizes that teflhub.com is only acting as “job advertiser”. The Teacher/Applicant is solely responsible for ensuring his or her safety in relation to any use or function utilized by the teacher or applicant on TEFLHUB’s website. You shall be responsible for any losses, damages, costs or expenses including and not restricted to the following:

B4.1.1 loss, damages, costs and expenses which were not reasonably foreseeable and could not have been reasonably foreseeable by you or TEFLHUB on entering the Contract;

B4.1.2 loss of an anticipated outcome or anticipated savings from use of the Teacher/applicant Services, unless such outcome or savings are set out on the Website or in these Terms.

B4.2 You agree to contact the U.K.s Citizen's Advice Bureau, the Office of Fair Trading, (or the equivalent organization in your place of residence) if you do not understand the terms and conditions laid out above BEFORE entering your details on TEFLHUB’s website and thereby providing consent and agreement to TEFLHUB’s Terms and Conditions.

**SECTION C: SCHOOL/ORGANIZATION TERMS AND CONDITIONS**

If you are an School/organization and wish to use the School/organization Services, you may do so in accordance with the terms of Section A and this Section C.

**C1. DEFINITIONS**

C1.1 The following terms shall have the following meaning under this Section C.

" **Contract** " means the contract between TEFLHUB and you for the provision of the School/organization Service;

" **Charges** " means the charges for placing a Vacancy on the Website;

" **School/organization Information** " means information about the School/organization;

" **School/organization Service** " means the services provided by TEFLHUB to you using the Website as set out in clause C3.2;

" **Teacher/applicant** " means a User who is looking for employment using the Website;

" **Job Specification** " means the job specification for each Vacancy and which includes the information more specifically set out in clause C4.2;

" **Portal** " means the User's unique individual webpage on the Website which comprises of information and material about the User including without limitation, the User's Profile and the User Profile;

" **Profile** " means the User's profile on the Portal containing the User's personal information including but not limited to academic background, work experiences and employment history;

" **Terms** " means these School/organization Terms and Conditions;

" **Vacancy** " means each role or position within an organisation comprising the Job Specification, advertised using the School/organization Service and only for the purpose of recruitment of a Teacher/applicant and " **Vacancies** " shall be construed accordingly.

**C2. YOUR CONTRACT WITH TEFLHUB**

C2.1 To use the features and functionalities in the School/organization Service you must be registered as a User of the TEFLHUB Website. Your use of the School/organization Service shall cease on termination of your Contract.

C2.2 To use the School/organization Service you shall be required to complete the application form on the TEFLHUB Website and submit the School/organization Information. TEFLHUB reserves the right to refuse your application for registration in the event that you fail, in TEFLHUB's opinion, to provide sufficient School/organization Information.

C2.3 Your Contract with TEFLHUB shall:

C2.3.1 commence on the date of TEFLHUB's confirmation message sent to you using your User Portal; and

C2.3.2 terminate upon the occurrence of any of the following events:

(i) by you upon 14 days written or e-mail notice to TEFLHUB; or

(ii) on expiry of the paid-for advertisement;

(iii) after a reasonable period of inactivity and after no response to TEFLHUB communications warning of the impending closure of your account;

(iv) TEFLHUB becomes aware of the closure of your school or organization;

(v) by TEFLHUB on seven (7) days written or e-mail notice to you for any reason and at its sole discretion.

(iv) by TEFLHUB immediately on notice if TEFLHUB believes or has reason to believe that:

(a) you or someone using your login details has failed to comply with one or more of these Terms;

(b) you are in breach of these Terms;

(c) there has been fraudulent use, misuse or abuse of the School/organization Service, and/or the Website;

(d) you have provided TEFLHUB with false, inaccurate or misleading information in your use of the School/organization Service, and/or the Website; or

(e) you are in the business of promoting the TEFLHUB Services for resale or are otherwise engaged in other similar activities.

C2.4 In order to preserve the integrity of TEFLHUB’s service, TEFLHUB reserves the right to conduct verification and security procedures in respect of all information provided by you to TEFLHUB. If TEFLHUB has reason to believe that the information provided by you to use the School/organization Service breaches or is likely to breach any of the provision in these Terms, TEFLHUB at its sole discretion may take any action that it deems appropriate including without limitation, to terminate your Contract.

C2.5 On termination of your Contract, you shall no longer be able to use the School/organization Service and TEFLHUB may remove all School/organization Information, any Vacancies and Job Specifications held by TEFLHUB to the extent that TEFLHUB is not bound by any existing law and legislation to retain such information.

**C3. THE SCHOOL/ORGANIZATION SERVICES**

C3.1 TEFLHUB shall provide you with the School/organization Service in consideration for the payment of the Charges.

C3.2 The School/organization Service shall comprise of the following:

C3.2.1 facility to upload and remove Vacancies to/from the Website and include a Job Specification for each Vacancy. Changes to the School/Organization’s vacancy are subject to TEFLHUB’s written approval and at TEFLHUB’s sole discretion. For the avoidance of doubt, where TEFLHUB reasonably suspects that the changes made to a Job Specification in relation to an uploaded Vacancy relate to a new role or position, TEFLHUB reserves the right to remove such Vacancy without notice to you;

C3.2.2 Teacher/applicant's CV’s and Covering letters of Users who have applied for the Vacancies posted by you;

C3.2.3 provision of the Teacher/applicant's information of Users who have applied for the Vacancies posted by you using the School/organization Service as set out in clause C3.3 below; and

C3.2.4 access to and use of any other features and functionalities of the School/organization Service provided by TEFLHUB to you from time to time.

C3.3 TEFLHUB shall use its available resources to provide the Teacher/applicant's information of Users who have applied for the Vacancies posted by you to you using the School/organization Service. The Teacher/applicant's information which shall be forwarded to you is set out below:

C3.3.1 identity of the Teacher/applicant;

C3.3.2 the Teacher/applicant's CV/Resume, Covering letter and prerequisite screening details.

C3.3 Unless previously offered an exemption of payment by TEFLHUB, any Vacancy uploaded by you will be subject to the payment of Charges and will remain on the Website for such period specified on the Website or otherwise agreed by TEFLHUB **(“Vacancy Term”)**. If no Vacancy Term is specified, the Vacancy will remain on the Website until removed by TEFLHUB at its discretion. On expiry of the Vacancy Term, the Vacancy will be automatically removed from the Website.

C3.4 In order to maintain the website’s integrity, TEFLHUB may at its sole discretion determine whether to publish, reject, edit or remove any of the Vacancies uploaded onto the Website using the School/organization Service. Where TEFLHUB chooses not to publish, or rejects, edits or removes, a Vacancy in the event that you have or TEFLHUB has reason to believe that you have failed to comply with the Terms herein, it shall not be required to refund the Charges (wholly or partly) to you.

C3.5 By agreeing to TEFLHUB’s Terms and Conditions you acknowledge and agree that TEFLHUB relies on third party suppliers to provide the School/organization Service to you. TEFLHUB's ability to provide the School/organization Service may be impaired by conditions or circumstances beyond its control including without limitation third party service providers, geographic or atmospheric conditions, local physical obstructions, software and hardware features or functionality of your operating system and the number of Users logging onto the Website at the same time. Consequently, TEFLHUB does not warrant, represent or guarantee an uninterrupted or fault-free service.

C3.6 In the event of a planned service downtime in respect of the School/organization Service or the Website, TEFLHUB shall use its reasonable endeavours to notify you in advance provided that TEFLHUB is able to do so. TEFLHUB shall have no obligation to notify you in the event of an unplanned service downtime.

C3.7 TEFLHUB may from time to time add, modify, suspend or cease (temporarily or permanently) the provision of any element of the School/organization Service upon notice to you through your User Portal.

C3.8 On expiry or removal (whether by you or TEFLHUB in accordance with these Terms) of any Vacancies uploaded onto the Website, TEFLHUB reserves the right to delete and/or destroy all information retained by TEFLHUB relating to the Vacancy, the Job Specification and any Teacher/applicant that has responded to the Vacancy.

**C4. YOUR OBLIGATIONS**

C4.1 You shall at all times use the School/organization Service and the Website in accordance with these Terms.

C4.2 You are responsible for the accuracy of information posted and will not knowingly post incorrect or misleading details regarding the vacancy.

C4.3 It is your sole responsibility to ensure that the Job Specification contains the information set out below:

C4.3.1 the identity of the party recruiting for the Vacancy;

C4.3.2 the anticipated start date for the Vacancy;

C4.3.3 an accurate description of the role including without limitation the nature of the work and duties;

C4.3.4 the deadline for submission of an application;

C4.3.5 a list of experience, training, qualifications and any authorisation required by the Teacher/applicant in respect of the Vacancy;

C4.3.6 any health and safety risks known to you and the steps which you and the steps which you have taken to either prevent or control such risks;

C4.3.7 any government warnings regarding any possible event which may affect the job description in any way;

C4.3.8 the rate of pay and benefits package payable to the Teacher/applicant;

C4.3.9 any processing fee or other charge which will be payable by the Teacher/applicant; and

C4.3.10 any premium rate telephone numbers a Teacher/applicant is required to call in respect of the Vacancy, together with details of all costs associated with the Teacher/applicant calling such premium rate numbers,

C4.3.11 TEFLHUB reserves the right to remove from the Website any Vacancy that (i) fails to include such information where considered reasonable referred to in clauses C4.3.1 – C4.2.10 above. Re-submission of the removed Vacancy onto the Website shall be at TEFLHUB’s sole discretion.

C4.4 By submitting the job vacancy information on TEFLHUB’s website you warrant and represent that the information provided by you pursuant to clause C4.2 and in respect of the School/organization Information shall be correct, complete, accurate and up to date. In the event the information in the Job Specification or the School/organization Information is incorrect, incomplete, inaccurate or out of date, then you must immediately take all necessary steps to rectify such information in order to comply with this clause C4.3.

C4.5 Once a Teacher/applicant responds to you using the Website, you will be subject to conditions laid out in clause C4.6, and conduct all your communications with the Teacher/applicant either using the School/organization Service or offline provided that you shall promptly notify each Teacher/applicant of the status of his or her application for the relevant Vacancies for which he or she has applied, using the School/organization Service.

C4.6 You are solely responsible to ensure that at all times you

C4.6.1 use the School/organization Service and the Website in accordance with the applicable law and legislation and in particular, data protection, employment and discrimination legislations;

C4.6.2 procure that the Job Specification and your recruitment process does not in any way discriminate on grounds, including but not limited to, sex, gender, race, class, age or disability; and

C4.6.3 refrain from doing an act which may influence the position of the results listing of your Vacancy including without limitation, the inclusion of certain keywords in the Job Specification or any keyword field.

C4.7 You shall promptly notify the Teacher/applicant or include in the Job Specification any professional body requirements which either you or a Teacher/applicant applying to a specific Vacancy is required to satisfy.

C4.8 You shall ensure that all activities undertaken by you using the School/organization Service, and the Website, including without limitation, the uploading of the School/organization Information, the Job Specification and the management of the recruitment process:

C4.8.1 do not infringe any intellectual property rights or other proprietary rights of any third party;

C4.8.2 do not contravene any applicable law and legislation;

C4.8.3 are not reasonably deemed to be offensive, illegal, inappropriate or in any way, including, but not restricted to the following actions:

(i) voice, promote or incite racism, bigotry, homophobia, hatred or physical harm of any kind against any group or individual;

(ii) voice, encourage or promote any conduct that is abusive, threatening, obscene, defamatory or libellous;

(iii) harass or encourage the harassment of another person;

(iv) promote, or knowingly allow any illegal activities;

(v) display pornographic or sexually explicit material;

(vi) provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;

(vii) promote or contain information that you know or believe to be inaccurate, false or misleading;

(viii) engage in the promotion of contests, sweepstakes and pyramid schemes, without TEFLHUB’s prior written consent;

(ix) exploit people in a sexual or violent manner;

(x) invade or violate any third party's right to privacy; and

(xi) transmit "junk mail", or "chain letters", or unsolicited mass mailing, messaging or "spamming".

C4.9 You are solely responsible for the use of the School/organization Service, and the management of the recruitment process for each Vacancy advertised by you.

C4.10 You are also responsible for:

C4.10.1 ascertaining the identity of the Teacher/applicant(s);

C4.10.2 verifying the Teacher/applicant's qualifications, skills, training and experience;

C4.10.3 ensuring that the Teacher/applicant has the right and permission to work in relevant country specified in the Vacancy; and

C4.10.4 procuring from the Teacher/applicant(s) all information reasonably required by you to determine the Teacher/applicant's suitability to the Vacancy, prior to offering the Vacancy to the Teacher/applicant.

C4.11 TEFLHUB does not vet, verify the accuracy, completeness and correctness of any of the School/organization Information, Job Specification or any other information, data and materials created, used and/or published by you on the Website in respect of the School/organization Service to determine whether they may result in any liability to any third party. You hereby warrant that you have the right to use all such information and material via the School/organization Service.

C4.12 You further acknowledge that TEFLHUB does not control and therefore has no liability whatsoever in respect of the behaviour, response and quality of the Teacher/applicants for the Vacancies advertised on the Website.

C4.13 You acknowledge and agree that Teacher/applicants and TEFLHUB will need from time to time to update or remove Teacher/applicant information from the WebsiteYou acknowledge and agree that TEFLHUB has no liability whatsoever in respect of the quality, completeness or availability of Teacher/applicant information made available on the Website.

C4.14 You shall at all times keep all information including without limitation, the Teacher/applicants' Profiles, communication and correspondences between you and the Teacher/applicants, and all information relating to the Teacher/applicants, and the recruitment process secure and confidential.

C4.15 Your Contract shall be personal to you or your organisation and you have no right whatsoever to resell the School/organization Service to any third party for any reason.

C4.16 You hereby indemnify TEFLHUB against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of any breach by you of any of the provision under this clause C4.

**C5. CHARGES**

C5.1 You may use the School/organization Services by paying the Charges in advance using any of the accepted method of payment, details of which are set out on the Website.

C5.2 All Charges shall be paid in advance and are non-refundable for any reason whatsoever.

C5.3 The fees charged include any Value Added Tax and transaction costs.

**C6. WARRANTIES AND LIMITATION OF LIABILITIES**

C6.1 You acknowledge and agree that TEFLHUB only provides you with the facility to manage your recruitment process by providing you with the School/organization advertising Services. TEFLHUB does not warrant, represent or guarantee the quality and suitability of the Teacher/applicants, or that you will be able to fill the Vacancy using the School/organization Service on TEFLHUB’s website.

C6.2 You hereby warrant, represent and guarantee that you shall strictly comply with all the applicable laws and legislations in respect of your use of the School/organization Service.

C6.3 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in these Terms, whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

C6.4 In no event shall TEFLHUB (including its respective agents, sub-contractors or representatives) be liable for any:

C6.4.1 loss of profits;

C6.4.2 loss of data;

C6.4.3 business interruption;

C6.4.4 loss of use;

C6.4.5 loss of contracts;

C6.4.6 loss of expectation;

C6.4.7 loss of goodwill and reputation;

C6.4.8 any indirect or consequential losses of any nature whatsoever; or

C6.4.9 any failure of the School/organization Service due to any integration or interoperability issues arising with any third party or your systems or legacy systems, whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if it is advised of the possibility of such loss.

C6.5 For the avoidance of doubt, TEFLHUB’s responsibility only extends to introducing Teacher/Applicants to the School/Organization through TEFLHUB’s website in its role as “job advertiser” and therefore will not be deemed liable for either party (or their respective agents or sub-contractors) for death, personal injury, or financial loss resulting from their negligence or any liability for fraudulent misrepresentation.

C6.6 Both parties accept that the limitations and exclusions set out in these Terms are reasonable having regard to all the circumstances.

**C7. INTELLECTUAL PROPERTY RIGHTS**

C7.1 TEFLHUB and its licensors own all rights in the intellectual property rights relating to the School/organization Service, and the Website. You are expressly prohibited from:

C7.1.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of TEFLHUB's registered or unregistered logo, trademarks, trade names, and Website features and functionalities of the School/Organization Service,; except for

C7.1.2 TEFLHUB’s resources which are free for users to use in a teaching environment providing TEFLHUB’s ownership is made clear; and they are not sold or presented as the property of another organization as part of their intellectual property.

C7.1.3 removing, modifying, altering or using any registered or unregistered logos, trademarks, trade names and/or designs owned by TEFLHUB and/or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of TEFLHUB or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to TEFLHUB.

C7.4 You hereby grant TEFLHUB, a perpetual, sub-licensable, worldwide, royalty-free licence to publish and make available on the Website, the School/organization Information, the Vacancy and the Job Description, lesson activities and related contributions, photographs, and all other information and material provided by you to TEFLHUB in respect of the School/organization Service.

C7.5 You hereby indemnify TEFLHUB against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of any infringement of any intellectual property right by the use or possession of the School/organization Information, Vacancy, Job Description and all other information and material provided by you to TEFLHUB.

**C8. DATA PROTECTION**

C8.1 The parties shall comply with the United Kingdom’s Data Protection Act 1998 and all other successor legislation and regulation in the performance of the obligations set out herein.

C8.2 For personal data processed by TEFLHUB on your behalf as part of the School/Organization Service TEFLHUB will act strictly in accordance with your lawful instructions by following such processing and security obligations as are contained in these Terms. You confirm that you are solely responsible for ensuring that any processing and security obligations and any retention of personal data comply with all applicable data protection law and legislation.

C8.3 You acknowledge that the use of the School/Organization Services includes the receipt of applications from Teacher/applicants in response to Vacancies posted on the Website. You are solely responsible for ensuring that any retention of such personal data by you is in accordance with all applicable data protection laws and regulations.

C8.4 You certify that any TEFLHUB materials used by you will be used in a teaching environment and that the source of these materials will not be doctored therefore allowing the origins of the material to be clear to everyone using the materials.

C8.5 You certify that you will not attempt to resell TEFLHUB’s complimentary materials.

C8.6 You hereby indemnify TEFLHUB against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with this clause C8.

**SECTION D: RESOURCES**

**D1 General**

D1.1 By accessing TEFLHUB’s resources or any other of TEFLHUB’s materials you agree that you will access the content for non-commercial use whereby the material is not sold or redistributed without acknowledging TEFLHUB and/or its Contributors/Users as their source.

D1.2 The User is allowed to use the materials in a classroom environment whether it be one-to-one or lecture hall/classroom environment providing the user agrees to clause D1 above.

D1.3 The User acknowledges that the materials have been created in good faith and that any errors found in the material are not TEFLHUB’s responsibility. It is the responsibility of the user to identify any errors before using the materials in any capacity.

**D2 Ownership**

D2.1 TEFLHUB and its licensors own all copyright, trademarks, and other intellectual property rights relating to the TEFLHUB Services and its Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

D2.2 The user/contributor of material to the TEFLHUB website relinquishes ownership of the submitted material and cannot claim any financial reward for the materials.

D2.3 TEFLHUB will include the contributors/users details in the footer of the material unless the Contributor/User requests anonymity.

D2.4The user/contributor may draw the attention of other Users, students and current or prospective employers to Your Submissions or materials posted on the Website.

**D3 Contributor/User Obligations**

D3.1 The person contributing material to TEFLHUB’s resources and website warrants that all material is:

(i) original and not copied from another source;

(ii) tried and tested successfully in the classroom; and

(iii) presented and transmitted in pdf form.

D3.2 You shall not:

(i) at any time submit materials to TEFLHUB’s website with the purpose of impersonating another User or person; and

(ii) do anything whatsoever which shall or is likely to impair, interfere with, damage, or cause harm or distress to any persons, including but not restricted to those other users using the TEFLHUB website.

D3.3 The person contributing the material to TEFLHUB’s resources and website acknowledges that he or she will be solely liable to any legal prosecution if the material is deemed to have breeched any copyright laws anywhere in the world.

D3.4 Contributors/Users agree to the competition clauses laid out in section E of these Terms and Conditions.

D3.5 It is the responsibility of the user to identify any errors in TEFLHUB materials before using the materials in any capacity.

**D4 RESTRICTIONS ON SUBMITTING RESOURCES TO TEFLHUB’S WEBSITE**

D4 TEFLHUB accepts activity, social media, and photographic contributions from:

(i) People who have registered (registration is free and only takes a minute) with teflhub.com. Entries by people who are not registered members of the teflhub.com website will not be eligible for entry into the competitions but teflhub.com reserves the right to upload the material for the benefit of teflhub’s users;

(ii) People over the age of 18;

(iii) People who are, or have been, employed in TEFL in any capacity i.e. teachers, administration staff, school managers, school catering staff, etc;

(iv) TEFLHUB’s photographic competition is open to people who meet the above criteria ((i) to (iii)) but who are not, or have ever been, professional photographers in any capacity;

(v) Contributors/Users who agree to allow their submissions to be used free of any charge or restriction on TEFLHUB’s website. If you are not willing to have your material used by TEFLHUB and its users free of any charge or restriction, then DO NOT SUBMIT material.

**D5 TEFLHUB’s RESOURCES OBLIGATIONS**

D5.1 Whilst TEFLHUB aims to publish all your material submissions on the Website, TEFLHUB reserves the right to refuse or remove any such submissions if TEFLHUB has reason to believe that your submission on the Website breaches these Terms.

D5.2 Whilst TEFLHUB appreciates the material submissions made by the user, TEFLHUB reserves the right to include and exclude submissions from the website pages if another user’s posts are considered more pertinent and more helpful to other users.

D5.3 TEFLHUB will include submitted materials on the relevant website pages provided they are of a standard dictated by TEFLHUB.

D5.4 TEFLHUB reserves the right to exclude submitted materials if they are deemed to breach any copyright laws or do not meet expected standards.

D5.5 You hereby indemnify TEFLHUB against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with the D clauses and/or any other clauses included and referred to in TEFLHUB’s terms and conditions.

**D6 LIABILITY**

D6.1 You agree and acknowledge that by clicking “I ACCEPT”, you agree to be bound by TEFLHUB’S Terms and Conditions in their entirety as well as the Terms and Conditions of providers such as the Social Media providers on TEFLHUB’s website.

D6.2 TEFLHUB endeavours to maintain an honest service but holds no responsibility for any material submissions as TEFLHUB does not vet, verify the accuracy, originality, correctness and completeness, edit or modify any competition entries you submit to the Website to determine whether they may result in any liability to any third party. You hereby warrant that you have the right to use all such information and material and that you are thereby responsible for any breach of clauses set out in TEFLHUB’s Terms and Conditions.

D6.3 TEFLHUB shall not be responsible for any losses, damages, costs or expenses that the Teacher/Applicant suffers in the course of compiling and creating lesson activities or in taking photographs for submission to TEFLHUB. The Teacher/Applicant is solely responsible for ensuring his or her safety in relation to the above activities. You shall be responsible for any losses, damages, costs or expenses.

**SECTION E: COMPETITIONS**

**E1 RESTRICTIONS ON ENTRANCE TO TEFLHUB COMPETITION S**

E1 TEFLHUB’s activity and photographic competitions are open to:

(i) People who have registered (registration is free and only takes a minute) with teflhub.com. Entries by people who are not registered members of the teflhub.com website will not be eligible for entry into the competitions but teflhub.com reserves the right to upload the material for the benefit of teflhub’s users;

(ii) People over the age of 18;

(iii) People who are, or have been, employed in TEFL in any capacity i.e. teachers, administration staff, school managers, school catering staff, etc;

(iv) TEFLHUB’s photographic competition is open to people who meet the above criteria ((i) to (iii)) but who are not, or have ever been, professional photographers in any capacity;

(v) Entrants/users who agree to allow their competition submissions to be used free of any charge or restriction on TEFLHUB’s website. If you are not willing to have your material used by TEFLHUB and its users free of any charge or restriction, then DO NOT ENTER the competition.

**E2 GENERAL TEFLHUB COMPETITION RULES**

E2 Entrants must abide and agree to the following general rules for entering TEFLHUB competitions:

(i) Submissions made to TEFLHUB’s competitions must be the original work of the person submitting the competition entry;

(ii) Entrants are allowed one submission per competition. Additional submissions will not be entered into competitions but teflhub.com reserves the right to upload the material for the benefit of teflhub’s users;

(iii) Prizes will only be paid to the person whose name appears on the entry form;

(iv) Prizes will only be paid to those who are registered TEFLHUB members;

(v) Prize money will be converted into the winner’s currency at an official exchange rate recognized by TEFLHUB on the day of the competition draw;

(vi) The prize money can only be claimed by the person who submitted the entry, or in exceptional circumstances to a relative, but at the discretion of TEFLHUB;

(vii) No interest will be paid on the prize money to a competition winner;

(viii) Competition winners have the right to anonymity but TEFLHUB are obliged to provide TEFLHUB competition winners’ names and addresses to authorities for verification that prize money has been awarded;

(ix) Submissions for the competitions can be derived from any time in the entrant’s career and are not restricted to the competition dates: Lesson activity and materials competition held in the (northern hemisphere) summer semester, and the photographic competition held in the (northern hemisphere) winter semester - unless otherwise announced to be different by TEFLHUB;

(x) Lesson activity material submissions must be made in pdf format;

(xi) Photograph competition entries must be made through flickr;

(xii) Entrants must accept flickr’s Terms and Conditions in addition to TEFLHUB’s Terms and Conditions;

(xiii) Photographs submitted by the entrant must have the permission of any person or persons pictured in the photograph to have their images published on TEFLHUB’s website. TEFLHUB accepts all entries in good faith, the entrant is solely responsible for any legal action a person might take against the photographer/entrant if an invasion of privacy has reasonably be deemed to have taken place.

**E3 TEFLHUB’s SPECIFIC TERMS AND CONDITIONS FOR ENTERING TEFLHUB’S COMPETITIONS**

E3 You agree and acknowledge that by clicking “I ACCEPT”, you agree to be bound by TEFLHUB’S Terms and Conditions in their entirety AND by the following specific additional TEFLHUB terms and conditions:

E3.1 You shall not:

(i) at any time enter competitions and/or the Website with the purpose of impersonating another User or person; and

(ii) do anything whatsoever which shall or is likely to impair, interfere with, damage, or cause harm or distress to any persons, including but not restricted to those other users entering the competitions or using the TEFLHUB website.

E3.2 TEFLHUB endeavours to maintain an honest service but holds no responsibility for any competition entries as TEFLHUB does not vet, verify the accuracy, originality, correctness and completeness, edit or modify any competition entries you submit to the Website to determine whether they may result in any liability to any third party. You hereby warrant that you have the right to use all such information and material and that you are thereby responsible for any breach of clauses set out in TEFLHUB’s Terms and Conditions.

E3.3 Whilst TEFLHUB aims to publish all your competition entries on the Website, TEFLHUB reserves the right to refuse or remove any such entries if TEFLHUB has reason to believe that your competition entry on the Website breaches these Terms.

E3.4 Whilst TEFLHUB appreciates the competition entries made by the user, TEFLHUB reserves the right to include and exclude entries from the website pages if another user’s posts are considered more pertinent and more helpful to other users, but this will not exclude the entrant’s material from the competition draw.

E3.5 TEFLHUB will include competition entries on the relevant website pages provided they are of a standard dictated by TEFLHUB.

E3.6 TEFLHUB reserves the right to exclude competition entries if they are deemed to breach any copyright laws or do not meet expected standards.

E3.7 You hereby indemnify TEFLHUB against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with the above E clauses and/or any other clauses included and referred to in TEFLHUB’s terms and conditions.

**E4 PRIZE DRAW AND WINNER SELECTION**

E4.1 TEFLHUB will use a panel of teachers to select the best activity submissions. The winners will then be drawn in raffle-style from the short-listed entries; the top-prize first and 3rd prizes will be drawn last. TEFLHUB will use a panel of people to select which photographs are their favourite. TEFLHUB will then award 1st, 2nd, and 3rd prizes.

E4.2 The Draw will be held as follows: The activity competition draw will be held in September of each year; the photography competition draw will be held in January of each year.

**E5 LIABILITY**

E5 TEFLHUB shall not be responsible for any losses, damages, costs or expenses that the Teacher/Applicant suffers in the course of compiling and creating lesson activities or in taking photographs for the competitions. The Teacher/Applicant is solely responsible for ensuring his or her safety in relation to the above activities. You shall be responsible for any losses, damages, costs or expenses.

**SECTION F: USE OF TEFLHUB’S SOCIAL MEDIA TERMS AND CONDITIONS**

**F1 GENERAL USE OF SOCIAL MEDIA**

F1 All users agree to use the social media available on TEFLHUB’s website in accordance with the Terms and Conditions of that particular social medium’s provider and confirm that you have read their Terms and Conditions.

**F2 TEFLHUB’s SPECIFIC TERMS AND CONDITIONS FOR USE OF ITS SOCIAL MEDIA**

F2 You agree and acknowledge that by clicking “I ACCEPT”, you agree to be bound by the specific Social medium’s Terms and Conditions AND by the following specific additional TEFLHUB terms and conditions:

F2.1 You agree that you will not write anything which can be reasonably deemed to be offensive, illegal, inappropriate or in any way, including, but not restricted to the following actions:

(i) voice, promote or incite racism, bigotry, homophobia, hatred or physical harm of any kind against any group or individual;

(ii) voice, encourage or promote any conduct that is abusive, threatening, obscene, defamatory or libellous;

(iii) harass or encourage the harassment of another person;

(iv) promote, or knowingly allow any illegal activities;

(v) display pornographic or sexually explicit material;

(vi) provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;

(vii) promote or contain information that you know or believe to be inaccurate, false or misleading;

(viii) engage in the promotion of contests, sweepstakes and pyramid schemes, without TEFLHUB’s prior written consent;

(ix) exploit people in a sexual or violent manner;

(x) invade or violate any third party's right to privacy; and

(xi) transmit "junk mail", or "chain letters", or unsolicited mass mailing, messaging or "spamming".

F2.2 You shall not:

(i) at any time use the Social Media Services and/or the Website with the purpose of impersonating another User or person; and

(ii) use the information made available to you through your use of the Social media Services and/or the Website for any purpose other than for the purposes of procuring benefit out of the Services and/or the Website; and

(iii) do anything whatsoever which shall or is likely to impair, interfere with, damage, or cause harm or distress to any persons, including but not restricted to those using the Social Media Services and/or the Website.

F2.3 TEFLHUB endeavours to maintain an honest service but holds no responsibility for any Social Media posts as TEFLHUB does not vet, verify the accuracy, correctness and completeness, edit or modify any of Your Social Media Submissions or any other information, data and materials created, used and/or published by you on the Website to determine whether they may result in any liability to any third party. You hereby warrant that you have the right to use all such information and material and that you are thereby responsible for any breach of clause 4.2 and 4.3 above.

F2.4 Whilst TEFLHUB aims to publish all Your Submissions on the Website, TEFLHUB reserves the right to refuse or remove any such Social Media posts whether wholly or partly if TEFLHUB has reason to believe that your use of the Social Media posts and/or the Website breaches these Terms.

F2.5 Whilst TEFLHUB appreciates the posts made by the user, TEFLHUB reserves the right to include and exclude posts from the website pages if another user’s posts are considered more pertinent and more helpful to other users.

F2.6 TEFLHUB will include user posts on the relevant website pages provided they are of a standard dictated by TEFLHUB.

F2.7 TEFLHUB reserves the right to exclude posts if such posts are deemed to breach any copyright laws or do not meet expected standards.

F2.8 You hereby indemnify TEFLHUB against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with the above F clauses.

**F3. LIABILITY**

F3 TEFLHUB shall not be responsible for any losses, damages, costs or expenses that the Teacher/Applicant suffers in the course of using the Website in any capacity and recognizes that teflhub.com is only acting as “job advertiser” and facilitator for teachers to use the site to engage in discussions about TEFL issues with each other. The Teacher/Applicant is responsible for ensuring his or her safety in relation to any use or function utilized by the teacher or applicant on TEFLHUB’s website. You shall be solely responsible for any losses, damages, costs or expenses you incur or cause for any other persons through your use of the TEFLHUB website.

**teflhub.com’s Privacy Policy**

teflhub.com is committed to protecting your privacy and maintaining the security of any personal information received from you. teflhub strictly adheres to the requirements of data protection legislation in the UK in the use, storage and disclosure of information which you have given us and which teflhub collects about you.

The purpose of this statement is to explain to you what information teflhub collects, and how and why teflhub collects it.

**When you register with teflhub**

teflhub collects information about you when you register with us. teflhub asks you for your name and email address and to tell us whether you are a teacher/candidate or an employer/organisation. teflhub uses this information to provide you with the most appropriate features and resources when you sign into your account. You can check and update this information on your teflhub account page.

**When you register with the teflhub social media**

You can also register with the social media. In this case the relevant social media site will ask you for your essential details. Once you have registered with them you can choose to provide more information about yourself in your account area or contained in your posts. In all cases you have the option of what information in your account is publicly displayed. You can change these options and update or remove your personal information by signing into your social media account.

**When you submit information in a form**

teflhub collects information that you submit voluntarily through forms, for example when you add a comment to a social media page or post a job advert. Any information that you submit voluntarily in this way will be available for other visitors to see. For example, if you include your email address or other personal information in an advert or comment, this will be visible to other visitors.

**Cookies**

teflhub use cookies on teflhub’s site. A cookie is a small amount of data that is sent to your browser from a website's computer and is stored on your hard drive. These cookies allow us to distinguish you from other visitors to the website, helping us to provide you with a good user experience and allowing us to improve the site. You can choose to disallow cookies by changing your browser settings. However, by doing so, you may hinder your user experience on this and other websites. The cookies teflhub uses are as follows:

* teflhub uses analytical cookies. These allow us to recognise and count the number of visitors and to see how they move around the site when they are using it. This helps us to improve the way our website works, for example by making sure visitors are finding what they need easily;
* Google, as one of these third-party vendors, uses the Doubleclick cookie to serve advertisements. You can opt out of the use of the Doubleclick cookie by visiting the [Google Ads preference manager](http://www.google.com/ads/preferences/).

**Third party websites**

teflhub may include links to third party websites that are controlled and maintained by others. It is your responsibility to review the privacy and cookie policies of these sites. teflhub is not responsible for the policies and practices of third party sites.

**More information**

You can find more information about UK data protection legislation at the [Information Commissioner's website](http://www.ico.gov.uk). If you have any questions about this privacy policy please contact us at info@teflhub.com

Copyright 2015 teflhub.com®. All Rights Reserved. E&OE.