

## 3 SIMPLE STEPS EVERY COURSE CREATOR MUST TAKE TO PROTECT YOUR COURSE LEGALLY

### STEP 1: Set up your website the right way.

Your website is your storefront, so treat it with some respect. Protect yourself by posting a legally required privacy policy, and protect your intellectual property, or “IP”, with strong terms and conditions and a copyright notice.



**PRIVACY POLICY – REQUIRED BY LAW:** If you collect any personal information through your website, even just an e-mail address through an opt-in or contact form, from anyone in California or the European Union (unless your business is purely local this probably includes you), you are required by California state law and the European Union’s General Data Protection Regulation (GDPR) to post a policy on your website telling your users very specific information about what you will do with this information, such as whether you sell it to third parties or share it with your advertisers or partners, or allow third parties to collect identification from your site.

If you collect information from those under the age of 13, you must comply with a U.S. federal (nationwide) law and get parents’ consent before collecting any information. You can find more information about compliance with this strict law [here](#). If your business is not geared towards children, you can include a note in your privacy policy that you do not intentionally collect information from anyone under 13 years old.



**TERMS AND CONDITIONS:** Terms and Conditions, or “T&C”, are the guidebook that tells your website visitors how they can use your site. This is a contract between you and the visitor - by visiting your website, they agree to the terms and conditions. Your T&C lets visitors know you own the copyrights to all the photos, text, videos, and other content that you’ve created and posted on your website. These tell visitors exactly what they can do with your content (share it!), and can’t do (sell or copy it to compete with you). If you allow users to comment or post on your website, or operate a members-only site, you can also set the rules for users participating there, including terms that give you permission to delete inappropriate text and use visitors’ posts or comments to promote your business. *T&C are not required by law but will protect your business.*



**COPYRIGHT NOTICE:** Since you own the copyrights to anything you created that's on your website, it's a great idea to include a copyright notice in the footer (like the one on this document!): © or "copyright" + year of publication + name of copyright owner (your business or your name). *A copyright notice is not required for copyright protection, but gives visitors notice that you're claiming copyright protection. If someone copies your content, they can't later claim they were innocent and had no idea it was yours.*

## **STEP 2: Start off on the right foot with a solid contract with your customers.**

Contracts are the most legal protection in your business! You will set yourself up for a positive relationship with your students and customers by using a clear contract. The best contracts are clear and easy to understand. Your contracts should be fair and have the same terms you use in your sales process -- no surprises!



**TERMS OF USE FOR DIGITAL PRODUCTS OR E-COURSES:** Terms of use, or "TOU", are a contract between you and your students or customers, and set the rules of the road for your online course, similar to the T&C for your website. Like any contract, the best TOU will say exactly what you're providing, how much it costs, any payment plans, your refund policy, and what happens if either side wants to end the relationship. It's also really important to include a notice that you (or someone else) own all the intellectual property in the e-course and how they can and can't use it. Since this is a contract between you and the purchaser, it's best to require some affirmative action showing the purchaser agrees to the terms (providing the full terms of use and then asking the purchaser to click a box or enter their initials or other personal information to show they agree, *before they pay you or receive the product, is ideal*). With the right TOU, you can avoid the most common problems online course creators have with their students.

## **STEP 3: GROW your business through collaborations**



**INDEPENDENT CONTRACTOR AGREEMENT:** If you're working with contractors (examples: graphic designers, copywriters, social media or funnel strategist, videographers and photographers), you must use a contract in writing! Otherwise, under U.S. law, the contractor will own all the IP rights in the content they create with you. You don't want that to happen. The only way to change this default rule is in a written contract signed by you and the contractor. Plus, an independent contractor agreement will protect you and the contractor by making it clear that they're not an employee, who's doing what, the timeline, deliverables, and any confidentiality or payment terms.



**AFFILIATE AGREEMENT:** Ready to grow your course exponentially? It's time to set up your affiliate program so others can promote and sell your course to their audience. This is sometimes called a "JV" or "Joint Venture" program (although I don't recommend this because those terms have a specific legal meaning that doesn't apply here). Using a solid contract sends the message that you're a real professional who does things the right way for your affiliates. A clear affiliate commission agreement establishes trust - if there are questions later, you can both just refer back to the agreement. This will also protect your IP (trademarks, copyrights, marketing methods and other internal trade secrets) in the materials you provide to your affiliates to help them promote your course. Set yourself up for success and avoid issues down the road with affiliate agreement.

**Ready to get your online course business legal? We've got you covered.**

**Our customizable Online Course Protection Bundle includes**

- **The five documents mentioned above:**
  - **Website Terms and Conditions**
  - **Privacy Policy**
  - **Online Course Terms of Use**
  - **Independent Contractor Agreement**
  - **Affiliate Agreement**
- **step-by-step video guides to help you fill them out**
- **bonus resources to help you protect your brand and content**
- **ongoing support in our Legal Road Map® Facebook group to answer your questions**

**The Online Course Protector Bundle is available for immediate download here: [www.onlinecourselegal.com](http://www.onlinecourselegal.com)**



Autumn Witt Boyd is an experienced intellectual property lawyer who helps high-achieving, ambitious entrepreneurs reach their big goals. The AWB Firm is the go-to for businesses selling online courses, digital downloads, and online tools for business. Autumn has helped Amy Porterfield, Being Boss, Melyssa Griffin, and many more grow and protect their online empires.

Autumn also hosts the Legal Road Map® podcast, which teaches business owners how to protect their rights and stay out of legal hot water. She lives in Chattanooga, TN with her husband and three kids.

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