

# TERMS OF USE EDUINDUSTRY

Effective since: 09.10.2023

PLEASE READ THESE TERMS OF USE CAREFULLY. USING EDUINDUSTRY SERVICES, YOU AGREE TO COMPLY WITH TERMS OF USE EDUINDUSTRY WHICH ARE THE MAIN LEGAL DOCUMENT GOVERNING LEGAL RELATIONS AMONG YOU AS USER AND US.

TERMS OF USE EDUINDUSTRY ARE SUPPLEMENTED BY (I) PUBLIC AGREEMENT WITH STUDENTS OF EDUINDUSTRY (II) PUBLIC AGREEMENT WITH TUTORS OF EDUINDUSTRY (III) REFUND POLICY OF EDUINDUSTRY, (IV) PRIVACY POLICY, (V) COOKIES POLICY.

ANY USE OF OUR PLATFORM AND ANY INFORMATION INCLUDED THEREIN IS SUBJECT TO THESE TERMS OF USE. BY ACCESSING OR USING PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE PLATFORM.

These Terms of Use EduIndustry (“**Terms of Use**”) are a binding agreement and govern the relationship between EduIndustry Sp. z o.o. (including its subsidiaries, affiliates, agents and representatives) (“**we**”, “**us**”, “**our**”, “**EduIndustry**”), and you as Student or Tutor (“**you**”, “**your**”, “**User**”) in regard to usage and access to EduIndustry website <https://repetry.com> (“**Platform**”).

**While registering a Student Account, you additionally agree with the terms of Public agreement with Students of EduIndustry, and respectively, you agree with Public agreement with Tutors of EduIndustry, if you register a Tutor Account.**

The headings contained in these Terms of Use are for reference purposes only. All capitalized terms not otherwise defined in these Terms of Use will have the meaning ascribed in other publicly available documents of Platform governing the relationship between you and EduIndustry.

## DEFINITIONS

**Account** shall mean a personal Account of User on Platform using which User may access and use the functionality of Platform.

**Tutor** shall mean any person who accepted Terms of Use Eduindustry, Public agreement with Tutors of EduIndustry, other documents governing the legal relationship between Tutor and EduIndustry, created a Tutor Account on Platform, filled out Tutor Profile and was verified by EduIndustry.

**Student** shall mean any person who accepted Terms of Use Eduindustry, Public agreement with Students of EduIndustry, other documents governing the legal relationship between Student and EduIndustry, and created a Student Account on Platform.

**Tutor Profile** shall mean the page of Tutor on Platform by which Student may learn about Tutor’s professional background, proposed Lessons taught by Tutor, the schedule of Lessons, etc.

**User** (Tutor or Student) shall mean a person who has signed up to Platform by registering Account, uses the functionalities of our Platform and/or contacts us or leaves the feedback regarding our Platform.

**Visitor** shall mean a person who visits Platform and/or submits personal data via Platform's Messenger or otherwise without having an Account on Platform.

**Messenger** shall mean integrated with Platform instant messaging system for communication between Student, Tutor and EduIndustry.

## **Eligibility**

By using Platform, you hereby declare, confirm, and warrant that:

- you have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with these Terms of Use in full;
- you are 18 years of age or older;
- according to your local jurisdiction, you are eligible to enter into these Terms of Use and have no restrictions to use Platform;
- you will comply with these Terms of Use and all applicable laws and regulations.

## **Changes to Terms of Use**

In order to improve the quality of the functionality of Platform and to comply with the applicable legal requirements, we may modify, amend or replace these Terms of Use by posting a revised version on Platform, at any time and at our sole discretion. The new version of Terms of Use comes into force from the moment it is posted on <https://repetry.com>. In such a case, EduIndustry undertakes to notify Users of the changes by posting a corresponding notice on Platform or by sending a corresponding notice to Users' email address at least 15 calendar days, during which Users are entitled to agree or disagree to the corresponding changes. The term of the relevant notice may be increased at the discretion of EduIndustry, in the event of significant changes or reduced if the appropriate changes are required by applicable law. Using Services after any changes and additions to these Terms of Use means consent to such changes and/or additions.

USER SHOULD NOT VISIT PLATFORM OR USE SERVICES IF USER REFUSES TO ACCEPT CHANGES TO THESE TERMS OF USE. USER AGREES TO STOP USING PLATFORM AND DELETE HIS/HER ACCOUNT.

## **Acceptance of Terms of Use**

Using Platform, User attests to understanding and accepting these Terms of Use. You must only access or use Platform if you agree with all of the terms of these Terms of Use and other documents governing the legal relationship between you and EduIndustry.

By clicking the button [Register Tutor Account] or [Register Student Account] you fully and unconditionally agree to all of the terms of these Terms of Use and other documents governing the legal relationship between you and EduIndustry.

## **The use of Platform**

You must visit Platform via the website <https://repetry.com>. You must also create an Account on Platform to access Services.

As a Student or Tutor, EduIndustry offers you the chance to utilize all of Platform's features in the way and under the conditions outlined herein.

Acting in the capacity of a Visitor will allow you access to Platform's publicly accessible data. However, to use Platform's features, you must create Account. After creating an Account, Visitor becomes User. In case you register Tutor Account, you also will need to pass the verification process by Platform.

Student gets access to the following functionalities:

- choosing and purchasing Lesson(s) offered by Tutors, in particular, choose the available duration of Lesson(s);
- using Messenger to communicate with Tutors;
- leaving feedback about Tutors.

Tutor gets access to the following functionalities:

- offering Lesson(s) to Students;
- setting out Cost of Lessons and receive Tutor fees for Lessons conducted;
- establishing suitable time slot(s) for Lesson(s);
- being rated by Students.

Please visit Public agreement with Students of EduIndustry and Public agreement with Tutors of EduIndustry to get more detailed information on Services available for Students and Tutors within Platform.

## **DISCLAIMER OF OUR ROLE**

WE ACT SOLELY AS PLATFORM PROVIDING SERVICES LISTED IN THESE TERMS OF USE AND OTHER DOCUMENTS GOVERNING THE LEGAL RELATIONSHIP BETWEEN YOU AND US. EDUINDUSTRY IS NOT INVOLVED IN THE CONDUCTING OF LESSONS BY TUTORS. WE ARE NOT ACTING AS AN AGENT OR EMPLOYEE OF USERS IN THE ARRANGEMENT AND PERFORMANCE OF LESSONS AND HAVE NO AUTHORITY TO ACT ON BEHALF OF USERS.

Please be aware that we reserve the right to change the features' scope at any moment without prior notice and stop offering Platform altogether or temporarily halt it. Any such additions or modifications will be considered a part of Platform and be governed by these Terms of Use.

## **Account Registration**

You must set up Account on Platform to use all of Eduindustry's features. Account creation is entirely optional and free. Complete an online registration form and provide the necessary data to sign up. By becoming familiar with our Privacy Policy, you may learn more about how we handle your personal information.

You must give accurate, complete, and reliable information during Account registration. You must also keep your data current and complete. After your data (such as your email address) changes, you must make the necessary adjustments to your Account information within a reasonable amount of time. We retain the right to modify the registration form, add new fields, and subsequently request additional information from you to maintain your Account's functionality.

To register Account, you must be at least 18 years old. Users acknowledge and guarantee that they can enter into and abide by these Terms of Use and have the necessary power and authority.

As a result, if you are a kid as defined by EU law, we highly discourage you from ever registering an Account. We reserve the right to suspend the relevant User Account if we have any doubts regarding User's compliance with this clause until the circumstances have been clarified.

## **Account Deletion**

You can delete your Account at any time using your Account settings. If User's Account is deleted, all scheduled Lessons will be canceled. We will refund your paid money, if it is stipulated in Refund Policy and other documents governing the legal relationship between you and EduIndustry.

## **Blocking and Deletion of Account**

If User violates these Terms of Use, any other agreements controlling your legal relationship with Eduindustry, applicable laws, or both, we retain the right to block or delete your Account. We may also restrict your Account or block its usage based on the other User's claim.

The following grounds exist for initiating a claim:

- Bullying;
- Harassment;
- Racism;
- Other behaviors that, in our sole discretion, violate these Terms of Use and other documents governing the legal relationship between you and EduIndustry, or the rights and interests of other Users;
- Tutor asks Student (or Student asks Tutor) for payment directly) (outside Platform).

In case of deletion of Account, we will notify you of that fact and reasons for imposing such restriction at least 30 calendar days before the deletion, if such violation occurred for the first time, or at the time of restricting the use of Services, if you maliciously violate the terms of these Terms of Use.

We will inform you about the content of User's claim if the restriction in using Services was imposed for User's claim.

## **Communication**

User may utilize Messenger to contact Platform about Services before registering Account.

After creating Tutor Account and having Tutor Profile verified, Tutors can use Messenger to contact Students interested in purchasing Lessons that Tutors offer. Students can use Messenger to communicate with Tutors after the creation of Student Account.

Any content or communication submitted by Users via Messenger is sent at their discretion without our editorial review or moderation. As a result, we are not and will not be held responsible for any content, communication, or consequences of User communication via Messenger.

## **Lessons**

Tutor and Student may decide on the specifics of Lessons that Students need via Messenger. Users conduct Lessons using third-party services, particularly Zoom (see [explore.zoom.us](https://explore.zoom.us)) and/or Google meet (see [policies.google.com](https://policies.google.com)). We cannot exercise any reasonable control over the operations of such services. Thus, we will not be liable for any effects of using such third-party services and offer no assurance as to the accuracy or reliability of the information on third-party platforms.

**LESSON PLANS AND TUTOR PERFORMANCE ARE NOT UNDER OUR CONTROL. AS A RESULT, WE EXPRESSLY DISCLAIM ANY GUARANTEE OF LESSON'S QUALITY AND ITS COMPLIANCE WITH USERS' EXPECTATIONS. WE ARE NOT AND WILL NOT BE HELD LIABLE FOR ANY CONSEQUENCES OF LESSON OR ITS FAILURE.**

## **Fees and Payment**

Tutor shall set out Cost of Lessons offered for Students to purchase. Student can analyze Tutors Profiles and purchase Lessons using a payment card, Apple Pay (see [www.apple.com](https://www.apple.com)), Google Pay (see [pay.google.com](https://pay.google.com)), and/or any other accepted payment methods within Platform. After Student makes the payment, Student will be entitled to book the specific available day and time for such Lesson(s) conduction based on the schedule of Lesson(s) stipulated by Tutor on its Tutor's Profile. If Student and Tutor agree, the latter may also book the day and time for such Lesson(s) conduction that is convenient for Student.

The collection of fees and Users' payment information will be processed by payment provider. User agrees that the applicable fee amounts of the payment providers hereunder will be added to the respective payments subject to be done under the terms of this Agreement.

The payment provider credits our account in full for the purchased lesson package. The Platform automatically instructs the Payment Provider to transfer the Tutor's remuneration to the Tutor after the Student has confirmed the lesson manually or within 24 hours after the lesson has ended.

Students acknowledge that once they have purchased a Lesson, they may use it (conduct it) for the duration of the package from the date payment is made.

To know more detailed information on Tutor fees, Cost of Lesson(s), use of Lesson(s) and payment procedure, please read Public agreement with Students of EduIndustry and Public agreement with Tutors of EduIndustry.

### **Feedback and Rating**

We welcome Student evaluations of Tutors who conducted Lesson(s). Following each class, Students can grade Tutors on a scale of 1 to 5, where 1 is the lowest and 5 is the highest. Tutor rating is created based on these grades. Tutor profile's rating, which can be shown to other Users, is the average of those ratings.

TUTORS UNDERSTAND THAT ALL USERS CAN ACCESS THE INFORMATION ON THEIR TUTOR PROFILE, INCLUDING, BUT NOT LIMITED TO, THE RATING.

### **Unavailability of Platform**

While we make a good faith attempt to make our Platform available constantly and without interruption, we expressly disclaim all responsibility for any possible Platform outages or functional limitations.

Except for planned or unforeseen maintenance, access to Platform may occasionally be interrupted, limited, or slowed down by issues with servers, networks, telecommunication lines, hardware (including your device), software (such as bugs, errors, viruses, configuration issues, incompatibility of systems, utilities, or applications, the operation of screening programs, or unreadable codes), overload of system hardware (including your device); or any other cause (whether similar or dissimilar to any of the preceding) whatsoever beyond our control.

### **Lawful Use of Platform**

You consent to use Platform under the applicable local, state, federal, and international laws and regulations as well as these Terms of Use. You guarantee that using Platform will not violate anybody else's intellectual property rights, privacy rights, or other rights. When using our Platform, you also consent to abide by all applicable data protection regulations.

If you use Platform in a way that is against the law, we are not responsible for it and will not be held Accountable. Any fraudulent, abusive, or other illegal behavior may cause your Account to be closed or your access to your Account suspended.

### **Prohibited Use of Platform**

By using Platform, you agree not to (nor attempt to, nor allow any third party to):

- copying code of Platform, altering it in any manner to produce derivative works, adding new code or products, or otherwise fiddling with Platform;
- use Platform to develop or produce, or to allow others to create or produce, a good or service that is similar to or in competition with Platform;

- reverse engineer, modify, copy, decipher, or otherwise attempt to disassemble Platform or any part of Platform to derive source code or other trade secrets;
- except as expressly permitted in these Terms of Use, grant, sublicense, sell, resell, rent, lease, transfer, distribute, or otherwise make any portion of Platform accessible to third parties;
- use any software, algorithm, routine, file, or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs, or cancelbots designed to harm, disable, overburden, or interfere with Platform or to covertly intercept any system, data, or personal information from Platform;
- engage in any activities that are illegal or that circumvent any applicable law, statute, regulation, bylaw, our internal policy, or breach any confidentiality agreements;
- attempt in any way to obtain the login details or other security information from another User;
- falsely assert or otherwise indicate an affiliation with a person or entity;
- behave in any way that places an excessive or disproportionately high demand on Platform's technical infrastructure, including but not limited to "spam" or other unsolicited overload methods;
- commit unauthorized use of Platform, including but not limited to unauthorized entry into Platform, misuse of passwords, or misuse of any information posted on Platform;
- use Platform in any way that could harm Platform or Eduindustry;
- make unauthorized use of Platform, including but not limited to unauthorized access to our systems or any other illegal use of any information contained on Platform;
- upload, post, transmit, or otherwise publish and/or distribute material that is unlawful, immoral, or harmful that displays or encourages cruelty or other forms of violence, violates the rights of others to their intellectual property, incites discrimination or other forms of hatred, or in any other way breaks the law;
- collect information or content from Eduindustry using automated methods (such as bots, spiders, crawlers, or scraper software agents), by creating fictitious user Accounts, using anonymous proxy servers or equivalent security measures, or by avoiding any technical safeguards that forbid prohibited activity on Platform;
- using Platform to profitably offer services to third parties or in any other way utilizing Platform for commercial gain;
- utilize Platform in a way that infringes on Eduindustry's intellectual property rights as well as the rights of others; is illegal, damaging, fraudulent, or deceptive, compromises computer network security, or deciphers passwords or security encryption codes;
- use Platform in a way that violates its intended functionality, including by using software;

- perform actions aimed at destabilization of Platform, perform attempts of unauthorized access to Platform, as well as perform any other actions violating the rights of Eduindustry and/or third parties;
- engage in any other behavior that violates the rights of Eduindustry and/or third parties;
- attempt to gain unauthorized access to Platform or any intellectual property posted there;
- unlawfully collects and processes personal data.

Any other violation of Terms of Use or unauthorized or illegal use of Platform will be investigated, and appropriate legal action, including but not limited to civil, criminal, or other permitted activities, may be applied against you.

### **Intellectual Property**

You do not acquire ownership of or any other intellectual property rights in any element of Platform or any material, including any particular capabilities and technologies of Platform (including past, present, and future versions), by your access to and use of Platform. Students do not acquire ownership rights to any materials Tutors offers by accessing or using Platform.

We own and maintain all rights to Eduindustry and its products, as well as all associated graphics, trademarks, logos, information, design, text, page content, visual interfaces, interactive features, button icons, scripts, compilations, source and object code, and other matters to Platform (collectively, “**Eduindustry IP**”). You are not allowed to copy, distribute, use, or publish any portion of Eduindustry IP unless expressly permitted in these Terms of Use.

### **Warranty Disclaimers**

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE MAKE NO COMMITMENTS OR WARRANTIES ABOUT:

- THE CONTENT, COMPLETENESS, RELIABILITY, ACCURACY, OR AVAILABILITY OF PLATFORM;
- CORRESPONDENCE OF PLATFORM TO YOUR EXPECTATIONS.

INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DISCLAIM ANY LIABILITY RELATED TO THAT AND DO NOT REPRESENT OR GUARANTEE THAT PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, FREE FROM LOSS, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION.

AS FAR AS APPLICABLE LAW ALLOWS, WE SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS WITH YOUR ACCOUNTS. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS AS TO THE ACCURACY OF USER CONTACT INFORMATION AND AVAILABILITY OF TUTORS.



## **Limitation of Liability**

We are in no way responsible for your use of Platform, to the maximum extent permitted by applicable law.

You understand and agree that we are not and shall not be liable for any consequential, indirect, special, incidental, or other loss or damages, as well as loss of profits, loss of business, litigation costs, or any other losses arising out of or caused by your use of or inability to use Platform, whether based on warranty, contract, tort or any other legal theory, even if we know or has been advised on the possibility of such damage or loss. We are not liable for any third party's claims of any nature.

No information you receive from us or through Platform should be construed as a warranty or representation not explicitly stated in these Terms of Use and any agreements that lay forth the terms of your legal relationship with EduIndustry. Please don't assume that any failure or delay resulting from an event outside our reasonable control is our fault.

We are not and will not be liable for any of the following:

- any damages, losses, or additional expenses incurred by you or any third parties relating thereto;
- your loss of Account or inability to use Platform as a result of modifications to these Terms of Use;
- any content you may encounter on Platform.

You acknowledge and accept that Platform may contain links to websites owned or controlled by other parties. You do so at your own risk while using these third-party services. You are solely responsible for becoming familiar with the terms and conditions of these third-party services before using them.

Limitations contained herein do not purport to limit your rights that cannot be excluded under applicable law.

## **Applicable Law**

The applicable laws of Poland shall govern these Terms of Use.

## **Disputes with Eduindustry**

If a dispute arises between you and us, we want to give you a speedy, cost-efficient, and impartial way to settle it. If there is an issue, we advise you to resolve it with us first by contacting us through any communication channel offered by Platform.

If a disagreement or claim regarding using your Account, Platform, or any other way about these Terms of Use cannot be settled between you and us directly, it will be decided by the appropriate court in Poland.

## **Entire agreement and Severability**

Any term or right in these Terms of Use that is not enforced in full shall not be deemed to have been waived. The enforceability of the remaining provisions of these Terms of Use, which will continue to be in full force and effect, will not be impacted if any provision is deemed unenforceable.

You cannot assign or transfer these Terms of Use or any rights, responsibilities, or remedies without our approval. We may freely give these Terms of Use or assign our obligations without restriction.

## **Indemnification**

Platform usage is entirely at your own risk and responsibility. You agree to fully indemnify, defend and hold us and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, and employees harmless from any claim, demand or liability, including reasonable attorneys' fees, related to your use of the Website, Account and the App or any violation of these Terms or applicable law.

## **Privacy**

Please read our Privacy Policy, which describes our privacy practices.

## **Term and Termination**

As long as you keep using or accessing Platform, these Terms of Use will continue to be in full force and effect. By deleting your Account, you are always free to stop using Platform and Account. All parts of these Terms of Use, including without limitation the warranty disclaimers and liability limitations, which by their nature should survive termination, shall survive termination.

## **How to Contact Us**

If you have a question about these Terms of Use, contact us at [info@repetry.com](mailto:info@repetry.com). To contact EduIndustry you may use the following details:

- **Our address:** Ul. Adama Branickiego 21/U3 Warsaw; Mazowieckie
- **Our email:** [info@repetry.com](mailto:info@repetry.com)

# PUBLIC AGREEMENT WITH STUDENTS OF EDUINDUSTRY

Effective since: 09.10.2023

PLEASE READ THIS AGREEMENT CAREFULLY. USING OUR SERVICES, YOU AGREE TO COMPLY WITH (I) TERMS OF USE EDUINDUSTRY (II) PUBLIC AGREEMENT WITH STUDENTS OF EDUINDUSTRY (III) REFUND POLICY OF EDUINDUSTRY, (IV) PRIVACY POLICY, (V) COOKIES POLICY. IF YOU DO NOT AGREE TO THESE RULES, PLEASE DO NOT USE EDUINDUSTRY SERVICES.

This Public agreement with students of EduIndustry (“**Agreement**”) governs the contractual relationship between you (“**Student**”, “**you**”, “**your**”) and EduIndustry Sp. z o.o. (including its subsidiaries, affiliates, agents and representatives) (“**we**”, “**us**”, “**our**”, “**EduIndustry**”) regarding the use of EduIndustry's services (“**Services**”) under this Agreement, which are offered through website <https://repetry.com> (“**Platform**”).

The headings contained in this Agreement are for reference purposes only. All capitalized terms not otherwise defined in Agreement will have the meaning ascribed in other publicly available documents of Platform governing relationship between you and EduIndustry.

## DEFINITIONS

**Messenger** shall mean integrated with Platform instant messaging system for communication between Student, Tutor and EduIndustry.

**Tutor** shall mean any person who accepted the Terms of Use Eduindustry, Public agreement with tutors of EduIndustry, other documents governing the legal relationship between Tutor and EduIndustry, created a Tutor Account on Platform, filled out Tutor Profile and was verified by EduIndustry.

**Tutor Profile** shall mean the page of Tutor on Platform by which Student may learn about Tutor's professional background, proposed Lessons taught by Tutor, the schedule of Lessons, etc.

**Cost of Lesson** shall mean the total cost of Lesson that Tutor establishes in Tutor Account that will be displaced for Students in Tutor Profile.

**Student** shall mean any person who accepted the Terms of Use Eduindustry, Public agreement with students of EduIndustry, other documents governing the legal relationship between Student and EduIndustry, and created a Student Account on Platform.

**Visitor** shall mean person who visits Platform without having a registered Account.

**Student Account** shall mean a stored set of Student data necessary for its recognition (authentication) and the web interface provided to Student to use Platform and provide access to his/her data and settings.

**Lesson** shall mean lesson process in real-time made by Tutor and that Student may purchase using Services.

**Package of Lessons** shall mean the proposed to Student series of Lessons (1, 3, 6, 9) or more Lessons) that Student may purchase.

## **GENERAL PROVISIONS**

### **Acceptance**

By registering a Student Account, Student confirms that he/she is thoroughly familiar with the terms of Agreement and carries out their acceptance. If Student disagrees with the provisions of Agreement in whole or in part, Student should not visit Platform and use our Services.

### **Amendments to this Agreement**

To improve the quality of Services and to comply with legal requirements, and respond to changing market conditions, Agreement may be unilaterally amended by EduIndustry. The new version of Agreement comes into force from the moment it is posted on <https://repetry.com>. In such a case, EduIndustry undertakes to notify Student of the changes by posting a corresponding notice on Platform or by sending a corresponding notice to Student's email address at least 15 calendar days, during which Student is given the right to agree or disagree to the corresponding changes. The term of the relevant notice may be increased at the discretion of EduIndustry, in the event of significant changes or reduced if the appropriate changes are required by applicable law. Using Services after any changes and additions to Agreement means consent to such changes and/or additions.

IF STUDENT REFUSES TO ACCEPT CHANGES TO THIS AGREEMENT, STUDENT SHOULD NOT VISIT PLATFORM AND USE SERVICES. STUDENT UNDERTAKES TO DELETE HIS/HER STUDENT ACCOUNT AND STOP USING PLATFORM.

## **USE OF SERVICES**

When you act as a Visitor, you may familiarize yourself with information publicly available on Platform, particularly with Tutors and their Tutor Profiles, and communicate with us using Messenger. However, Visitor must register a Student Account to access Lessons purchases and other functionalities on Platform.

We allow you to register a Student Account to use all Services for Students in the manner and under the conditions determined by this Agreement. Upon creation of Student Account, Visitor acquires the status of a Student and gets access to the following Services for Students:

- purchase of trial Lessons or Package of Lessons offered by Tutors on their Tutor Profiles, in particular, choose the available duration of Lesson(s);
- change Tutor to another available Tutor within purchased Package of Lessons;
- using Messenger to communicate with Tutors;
- learn Lesson(s) within Student Account and communicate with Tutors by using third-party services, in particular, Zoom (see [explore.zoom.us](https://explore.zoom.us)) and/or Google meet (see [policies.google.com](https://policies.google.com));
- leaving feedback about Tutors on their Tutor Profiles;

- claiming about Tutors to our support via email [info@repetry.com](mailto:info@repetry.com) or Messenger.

WE ACT EXCLUSIVELY AS A PLATFORM PROVIDING SERVICES, THE LIST OF WHICH IS DETERMINED BY THIS SECTION. EDUINDUSTRY DOES NOT PARTICIPATE IN THE PROVISION OF LESSONS BY TUTOR.

IN THE PROCESS OF CONCLUSION AND EXECUTION AGREEMENT WE DO NOT ACT AS AN AGENT OR EMPLOYEE OF STUDENT OR TUTOR AND DOES NOT HAVE THE AUTHORITY TO ACT ON BEHALF OF STUDENT OR TUTOR.

### **Student Account**

To register Student Account, you must reach 18 years old. You acknowledge and guarantee that you have all the proper rights, powers, and opportunities to conclude and comply with the terms of this Agreement.

Registration of Student Account is free and voluntary. Student creates a Student Account by filling out the form available on Platform. By clicking the button [Register Student Account], you fully and unconditionally consent to all the provisions of this Agreement and other documents governing the legal relationship between you and us without reservations and exceptions.

Refusal to register Student Account means disagreement with the terms of all documents governing the legal relationship between Student and EduIndustry, as a result, the ability to use Services. To create a Student Account, Student must provide reliable and up-to-date information, including the name, password, and an email address unique for each Student, activation confirmation of which comes to the specified address. Student may register Student Account via its Google account, Apple iCloud account, or Facebook account. Student has the right to delete his/her Student Account at any time unilaterally.

Student shall immediately notify us of any unauthorized access (suspected unauthorized access) to Student Account. Student is solely responsible for all actions on Platform using the Student Account. All activities performed on Platform using Student Account are considered to be made by Student, except for cases when Student notified us of unauthorized access (suspicion of unauthorized access) to his/her Student Account.

### **Access to Student Account**

Student is responsible for maintaining the secrecy of the login credentials to Student Account. Student agrees to establish reasonable security procedures and controls to limit access to password or other identifying information to authorized individuals, which includes choosing passwords and other credentials to protect the security of Student's information. Student's credentials include email address and password to Student Account. Student is also responsible for maintaining the accuracy of the information in Student Account.

### **Payment Procedure**

After registering Student Account, Student can purchase trial Lesson or Package of Lessons. Student communicates with Tutor using Messenger and/or third-party services, in particular, Zoom and/or Google meet, and can express his/her wishes regarding Lessons that Student needs.

After choosing the trial Lesson or Package of Lessons, you pay for them the relevant Cost of Lesson(s) using a payment card, Apple Pay (see [www.apple.com](http://www.apple.com)), Google Pay (see [pay.google.com](http://pay.google.com)), and/or any other accepted payment methods within Platform. After you make the payment, you will be entitled to book the specific available day and time for such Lesson(s) conduction based on the schedule of Lesson(s) stipulated by Tutor on its Tutor's Profile. If Student and Tutor agree, the latter may also book the day and time for such Lesson(s) conduction that is convenient for Student.

You acknowledge that the collection of fees and your payment information will be processed by payment provider. You agree that the applicable fee amounts of the payment providers hereunder will be added to the respective payments subject to be done under the terms of this Agreement.

The payment provider credits our account in full for the purchased lesson package. The Platform automatically instructs the Payment Provider to transfer the Tutor's remuneration to the Tutor after the Student has confirmed the lesson manually or within 24 hours after the lesson has ended.

You acknowledge that after the purchase of Lesson, you may use it (making the conduction) for the duration of the package from the moment of the payment provided. This means that you have the right to book a specific free day and time for such a Lesson, which is allocated according to the duration of the package from the date of payment. Otherwise, you will not be entitled to use the Lesson and the paid Lesson fee will not be refunded.

**STUDENTS AND TUTORS ARE PROHIBITED FROM MAKING PAYMENTS OUTSIDE PLATFORM, BY USING ANY METHODS. TUTOR'S OFFER FOR STUDENT TO MAKE SUCH A PAYMENT PROCEDURE OUTSIDE PLATFORM WILL LEAD TO TUTOR'S LIABILITY ON THE TERMS DETERMINED IN PUBLIC AGREEMENT WITH TUTORS OF EDUINDUSTRY.**

### **Change of Tutor**

You are entitled to change Tutors within the purchased trial Lesson or Package of Lessons, except if there is earlier than 24 hours before the start of Lesson. You may change Tutor to another one.

If you want to change tutors, you can do it in the following ways:

The cost of the lesson of the Tutor you changed is non-refundable, and if this cost does not cover the cost of the lesson offered by the new Tutor (not enough money), you can pay the missing amount. In this case, after such payment you can use this lesson (conduct it) during the validity period of the package, starting from the moment of payment for the lesson of the Tutor you changed.

The cost of the lesson of the Tutor you changed is non-refundable, and if this cost does not cover the cost of the lesson offered by the new Tutor (not enough money), you can pay the missing amount. In this case, after such payment you can use this lesson (conduct it) during the validity period of the package, starting from the moment of payment for the lesson of the Tutor you changed.

## **Discount system**

We provide a system of discounts for Students. We independently establish the system of discount rates on Cost of Lesson(s).

## **Messenger**

After registering Student Account and clicking Tutor Profile, Student gets access to Messenger and/or third-party services within Student Account, in particular, Zoom and/or Google meet, allowing Student and Tutor to communicate with each other.

WE DO NOT EXERCISE MODERATION AND EDITORIAL CONTROL OVER THE CONTENT OF MESSENGER AND, THEREFORE ARE NOT RESPONSIBLE FOR THE CONTENT OF MESSAGES SENT BY TUTORS OR STUDENTS.

## **Cancellation of Lessons**

We allow Students to cancel the purchased Lesson and refund them Cost of Lesson if the cancellation takes place earlier than 24 hours before Lesson starts under a determined schedule. If you cancel the purchased Lesson earlier than 24 hours before Lesson starts under the determined schedule, Platform will not refund you Cost of Lesson. If Tutor cancels the purchased Lesson, Cost of Lesson will be refunded to you.

Student and Tutor may agree on giving up these Agreement's provisions of non-return to you Cost of Lesson in case of your absence. To make it, Tutor shall press the appropriate button in his/her Tutor Account and Cost of Lesson will be fully returned to you.

## **Skipping of Lessons**

Tutor may inform Platform by using the appropriate button in Tutor Account regarding Student's absence during Lesson. Such a notice will also be delivered to your Student Account. You can confirm or argue with Tutor's notice about your absence. If you confirm this, Cost of Lesson that is skipped will not be refunded to you and Tutor will receive his/her Tutor fee for Lesson. If you were present during Lesson, please argue with Tutor's notice about the absence and Platform will investigate if Tutor's information in the notice is valid. Depending on the investigation, Platform will resolve if Cost of Lesson shall be refunded to you. In case Platform figures out that you were present, Platform will refund you Cost of Lesson, considering the false information in the notice provided by Tutor. If not, there will not be a refund to you, and Tutor will receive his/her Tutor fee for Lesson.

You, in turn, may inform Platform by using the appropriate button in Student Account regarding Tutor's absence. Such a notice will also be delivered to Tutor Account. Tutor can confirm or argue with your notice about Tutor's absence. If Tutor confirms this, Cost of Lesson that is skipped will be refunded to you. If Tutor was present during Lesson, he/she may argue with your notice about the absence and Platform will investigate if your information in the notice is valid. Depending on the investigation, Platform will resolve if Tutor fee shall be directed to Tutor. In case Platform figures out that Tutor was present, Platform will direct him/her Tutor fee for Lesson. If not, Cost of Lesson will be refunded to you.

## **Refund Payments**

Platform shall refund to you paid money on the terms stipulated in Refund Policy.

### **Deletion of Student Account**

If you decide to delete your Student Account, the unused money (if there is any paid Cost of Lesson(s) that have not yet been conducted) will expire. In case we delete your Student Account under the terms of this Agreement, you understand and agree that you shall receive no refund or compensation for any unused money.

## **Student Content**

We are entitled to moderate and exercise editorial control over the content of the information posted on Platform.

EDUINDUSTRY HAS THE RIGHT IN ITS DISCRETION TO STORE, TEMPORARILY PROHIBIT OR DELETE ANY MESSAGES, ARTICLES OR REVIEWS REGARDING STUDENT OR TUTORS, WHICH IN THE OPINION OF EDUINDUSTRY VIOLATE THIS AGREEMENT, MAY BE ILLEGAL, OR MAY VIOLATE RIGHTS, HARM OR ENDANGER OTHER STUDENTS, THIRD PARTIES.

INFORMATION ON PLATFORM IS EXCLUSIVELY INFORMATIONAL. WE MAKE NO WARRANTY REGARDING ITS COMPLETENESS, TIMELINESS OR ACCURACY. INFORMATION POSTED ON PLATFORM DOES NOT REFLECT OUR POSITIONS, EXCEPT WHEN EDUINDUSTRY IS EXPRESSLY STATED OTHERWISE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF INFORMATION PROVIDED BY STUDENTS OR TUTORS.

## **Feedback system**

We encourage Students to provide feedback on Tutor who conducted Lesson(s) for them. Students' feedback is visible and published on Platform within a reasonable time. The feedback may NOT contain the following:

- Vulgarism, obscene and pornographic content, or content that incites hatred, racism, xenophobia and ethnic conflicts;
- Content that violates the rights of third parties, including intellectual property rights, personal rights, including the reputation of other Students and Tutors or third parties;
- Content that results from an agreement with other Students or Tutors, or third parties to provide a grade or feedback;
- Content that is false, defamatory or unfair competition; and
- Any other content that EduIndustry believes violates the terms of this Agreement, Privacy Policy, or the requirements of applicable law.

## **Student's and Tutor's Claims**

We encourage Students to submit claims regarding the quality of provided Services and rendered Lessons, as it helps to improve the quality of the work of Platform. You may file your claim by pressing the relevant button in Student Account or leaving your feedback about Tutor (in



particular, regarding Tutor's late to Lesson(s) and violation of the determined schedule of Lesson(s). After review of claim, Platform is entitled to delete or block Tutor Account (restrict its usage), considering the applicable legal rules. You may submit claims regarding any Tutor's violations of Public agreement with tutors of EduIndustry.

Tutors, in their turn, may file claims concerning your violations of documents governing the legal relationship between Students and EduIndustry. If Platform finds out that such are present, we may restrict your usage of Platform.

## **Notifications**

You can receive marketing notifications through such communication channels as sms, email, app-push, and web-push, including, but not limited to, system notifications from us related to the use of Services. If Student does not wish to receive marketing notifications, EduIndustry grants Student the right to refuse such notifications through the appropriate settings directly in the letters. Students are not entitled to refuse to receive system notifications.

## **Restrictions on the use of EduIndustry Services**

In case of violation of the use of Services or any terms of Agreement or other documents governing the legal relationship between Student and EduIndustry, we are entitled to restrict the use of Platform by Student or to delete Student Account.

If Student Account is deleted, we shall notify you of that fact and reasons for imposing such restriction at least 30 calendar days before the deletion, if such violation occurred for the first time, or at the time of restricting the use of Services, if you maliciously violate the terms of Agreement. EduIndustry informs about the content of User's claim of Platform if the restriction in using Services was imposed for User's claim.

You can provide evidence of eliminating the reason for the restriction in using Services, based on which EduIndustry reserves the right to unlock Student Account.

## **RIGHTS AND OBLIGATIONS**

### **Student is entitled to:**

- use Services under the terms of this Agreement;
- provide Platform with its wishes and/or suggestions for improving the provision of Services;
- contact Platform support if necessary.

### **Student undertakes:**

- To use Services in good faith, not to perform any actions, including using software, aimed at disrupting the regular operation of Platform;
- To refrain from attempting unauthorized access to Platform, intellectual property objects placed on it, as well as from committing any other actions that violate the rights of EduIndustry or third parties;

- To use Platform only for legitimate purposes and comply with the applicable law without violating the rights and legitimate interests of EduIndustry;
- Not to take actions aimed at destabilizing the work of Platform, making attempts to unauthorized access to Platform, as well as taking any other activities that violate the rights of EduIndustry and/or third parties;
- Not to access certain functions of Platform using User Account of another User by hacking, password guessing, or other illegal ways;
- Not to download, send, transmit, or in any other way post and/or distribute content that is illegal, harmful, or violating morality, demonstrates or promotes violence, cruelty, violates intellectual property rights, promotes hatred and/or discrimination, offends any persons or organizations or otherwise violates the requirements of the law;
- Not to illegally collect and process personal data;
- To use this Platform in good faith;
- To comply with the terms of Agreement, Privacy Policy, other documents governing the legal relationship between Tutor and EduIndustry, and applicable law.

**EduIndustry is entitled to:**

- At its sole discretion to set restrictions on the use of Platform by Student under the terms of Agreement;
- Modify the terms of Agreement;
- Send marketing messages to Student, if Student does not refuse it;
- Suspend access to Platform in case of technical malfunctions.

**EduIndustry shall:**

- Register Student on Platform, as well as create and provide Student with Student Account for free use, through which communication with Tutors, purchase, and conduct of Lessons is possible;
- Notify any changes to Agreement by posting a corresponding notice on Platform, where Student is entitled to agree or disagree to the related changes, or by sending a related notice to Student's email address at least 15 calendar days before posting these changes on Platform if a shorter period does not apply in case of amendments to applicable law;
- Provide the ability to use Platform in the order determined by this Agreement.

**DISCLAIMER OF EDUINDUSTRY ROLE**

WE DO NOT PROVIDE EDUCATIONAL SERVICES FOR THIS AGREEMENT PURPOSES AND DO NOT ENSURE THE QUALITY OF LESSONS MADE BY TUTORS. THE TASK FOR EDUINDUSTRY IS TO CREATE A CONVENIENT PLATFORM FOR STUDENTS AND TUTORS BY USING WHICH THE LATTER CAN CONDUCT LESSONS.

WE ARE NOT AN AGENT OF TUTORS AND ARE NOT DEEMED PARTNERS OR EMPLOYERS OF TUTORS.

YOUR PAYMENTS FOR THE LESSON(S) PURCHASED ARE TRANSFERRED TO US ON THE PLATFORM AND WE WILL, UPON CONFIRMATION OF THE LESSON BY YOU, TRANSFER FUNDS TO THE TUTORS UNDER THE TERMS OF THIS AGREEMENT AND RETAIN A PERCENTAGE OF THE SERVICE FEE.

### **DISCLAIMER OF WARRANTIES**

Access to Services is provided on an "as is" basis. EduIndustry assumes no responsibility for Platform compliance with Student's goals.

EduIndustry does not guarantee that:

- Platform meets or will meet the requirements and expectations of Student;
- Services will be provided continuously, quickly, reliably, and without errors;
- The quality of any Services, obtained using Platform will meet Student's expectations;
- Lessons conducted by Tutors will complete Student's expectations of their quality;
- Platform does not contain any viruses, errors, omissions, interruptions, deletions, or other defects;
- All users have reached the minimum acceptable age.

WE DO NOT WARRANT THE QUALITY, SUITABILITY, SAFETY, OR SERVICES AVAILABILITY. STUDENT AGREES WITH THE RISK THAT ARISES IN CONNECTION WITH THE USE OF SERVICES TO THE MAXIMUM EXTENT STIPULATED BY THE APPLICABLE LAW.

### **LIMITATION OF EDUINDUSTRY'S LIABILITY**

We shall not be liable to Student or any third parties:

- for the actions of Student or Tutor on Platform;
- for the content and legality, reliability of the information used/received by Student during the provision of Services;
- for any errors, omissions, interruptions, defects and delays in the processing or transmission of data, failures in communication lines, destruction of any equipment, or illegal access of third parties to Platform, which caused the restriction of Student's access to Platform. EduIndustry takes all necessary measures to eliminate any malfunctions on Platform as soon as possible but does not guarantee the absence of failures and errors. In this case, EduIndustry cannot ensure the safety of data;
- for any costs or losses directly or indirectly incurred by Student due to the provision of Services. EduIndustry shall under no circumstances be liable to Student or third parties for any consequential damages, including lost profits, to the maximum extent permitted by applicable law;

- for the quality and terms of services provided by Users outside Platform, but by posting relevant information on Platform;
- for any direct and/or indirect losses, including lost profits or lost data, damage to honor, dignity or business reputation incurred in connection with Student's use of Platform, or inability to use it, or unauthorized access to Student's communications by third parties;
- for the use of Services by persons under the age of 18 to obtain the status of a Student or a Tutor;
- for posting any content on Platform.

We cannot control and do not control Student's compliance with the terms of Agreement and are not responsible for damage caused to users or third parties in case of violation by Student of the provisions of Agreement and the requirements of applicable law.

Student uses any information and materials that Student receives using Platform at his/her own risk and is independently responsible for the possible consequences of using this information and/or materials. Other Users may receive personal data about Student in connection with using Services and the passage of Lessons. We are not responsible for using any personal information disclosed on Platform by Student.

We disclaim any responsibility for the actions or omissions of other Users (including unauthorized users) that arose when using Platform or in any other way.

You understand that we do not bear any responsibility for the quality of Lessons by Tutor because educational services lie outside the scope of EduIndustry's responsibility, which provides an online platform for Lessons conducting. Only in case of violation of the terms of the Public agreement with tutors of EduIndustry, we are entitled to restrict Tutor in the use of Services, in the manner and under the terms of the specified document.

The limitations of liability and the disclaimer of warranties provided do not imply a limitation of liability or a change in Student's rights, which cannot be limited under applicable law.

PLATFORM MAY NOT BE AVAILABLE IN ALL LANGUAGES OR ALL COUNTRIES, AND WE MAKE NO REPRESENTATION THAT THE FUNCTIONALITY OF PLATFORM WILL BE APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION.

AS EDUINDUSTRY IS NOT LIABLE FOR THE QUALITY OF LESSONS, IT CANNOT BE RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WHATSOEVER CONCERNING ANY LESSONS PROVIDED BY TUTORS. EDUINDUSTRY CANNOT WARRANT THAT THE WORK OF GOOGLE MEET, ZOOM, OR SIMILAR VIDEO CALL THIRD-PARTY SERVICES DURING LESSONS WILL BE ERROR-FREE, AND OPERATE WITHOUT INTERRUPTION, AS EDUINDUSTRY CANNOT TAKE ANY REASONABLE CONTROL OVER THE WORK OF SUCH SERVICES.

## **RESOLVING OF DISPUTES**

### **Dispute with EduIndustry**

If you have any questions regarding Agreement or certain contradictions, claims, or disputes ("**Disputes**") that significantly affect the receipt of Services, you may first inform us about the

essence of such a Dispute. Student and EduIndustry shall make all reasonable efforts to resolve such Disputes through negotiations.

### **Litigation**

All disputes arising out of or in connection with Agreement and which cannot be resolved through negotiations shall be considered by the relevant courts of Poland. This Agreement is governed and constructed under the laws of Poland.

### **Dispute between Users**

In the event of any dispute between Student and Tutor or another User, including but not limited to the provision of Services, such dispute shall be resolved independently between the parties to the dispute without involving EduIndustry to the maximum extent permitted by applicable law.

### **Indemnification**

If EduIndustry is sued by third parties related to the provision of Services through the fault of Student, the latter undertakes on its own and at its own expense to resolve such claims with third parties, protecting EduIndustry from possible disputes, losses, and compensation, to the maximum extent permitted by applicable law.

## **MISCELLANEOUS**

### **Text of Agreement**

Any rules, policies and notices related to and may arise from the terms of Agreement and posted on Platform are an integral part of Agreement. The text of Agreement is open and publicly available. Agreement is concluded indefinitely and extends its effect to Students accessing Platform and using the EduIndustry Services at the commencement date of such access and use.

If any of the terms or conditions of Agreement are invalidated by a court or authority of competent jurisdiction, this shall not invalidate any other provisions of Agreement.

### **Intellectual property**

All content, design, graphics, combinations, translations, digital conversions, and other materials related to Services are protected under applicable copyright, trademark, and property laws (including but not limited to intellectual property rights) and are owned by EduIndustry and/or its affiliates. Copying, redistribution, or publication by you of any part of Platform, unless expressly provided by Agreement, is strictly prohibited. The use of Services does not confer intellectual property rights to content, documents, or other materials that can be accessed. Posting information or materials on Platform does not mean waiving any rights to such information or materials.

WE INDIVIDUALLY AND PERMANENTLY OWN ALL RIGHTS AND OTHER TITLES TO THE INFORMATION PUBLISHED ON PLATFORM. WE ARE ENTITLED TO DISTRIBUTE, LICENSE, SUBLICENSE, ADVERTISE, PROMOTE, DEMONSTRATE OR OTHERWISE USE ALL RIGHTS TO SUCH INFORMATION WORLDWIDE, IN DIFFERENT LANGUAGES, IN ANY MEDIA FORMATS AND

BY ANY MEANS (BOTH KNOWN AT THE MOMENT AND DEVELOPED IN THE FUTURE) WITHOUT ANY ADDITIONAL OBLIGATIONS OR PAYMENT OF REMUNERATION.

EDUINDUSTRY'S INTELLECTUAL PROPERTY DOES NOT INCLUDE ANY OBJECTS OWNED AND/OR CREATED BY TUTORS AND STUDENTS WHICH ARE USED WHILE THE CONDUCTING OF LESSONS.

### **Processing of Personal Data**

While using Platform, you may provide us with your data. EduIndustry is not responsible for using any personal data that may be disclosed through Student Account on Platform. Student should carefully place it.

Student understands that Privacy Policy governs the collection and use of Student's data in connection with using Services.

### **Third-party websites and/or apps**

Platform may contain hyperlinks to other websites and/or apps. We do not check these third-party websites and/or apps and their content for compliance with specific requirements (reliability, completeness, legality, etc.). EduIndustry is not responsible for any information or materials posted on third-party websites and/or apps that Student accesses using Platform, including any opinions or statements posted on third-party websites and/or apps, advertisements, etc., as well as for the availability of such websites and/or app or the consequences of their use by Student.

### **How to Contact Us**

If you have a question about this Agreement, contact us at [info@repetry.com](mailto:info@repetry.com). To contact EduIndustry you may use the following details:

- **Our address:** Ul. Adama Branickiego 21/U3 Warsaw; Mazowieckie
- **Our email:** [info@repetry.com](mailto:info@repetry.com)

# PUBLIC AGREEMENT WITH TUTORS OF EDUINDUSTRY

Effective since: 09.10.2023

PLEASE READ THIS AGREEMENT CAREFULLY. USING OUR SERVICES, YOU AGREE TO COMPLY WITH (I) TERMS OF USE EDUINDUSTRY (II) PUBLIC AGREEMENT WITH TUTORS OF EDUINDUSTRY (III) REFUND POLICY OF EDUINDUSTRY, (IV) PRIVACY POLICY, (V) COOKIES POLICY. IF YOU DO NOT AGREE TO THESE RULES, PLEASE DO NOT USE EDUINDUSTRY SERVICES.

This Public agreement with tutors of EduIndustry ("**Agreement**") governs the contractual relationship between you ("**Tutor**", "**you**", "**your**") and EduIndustry Sp. z o.o. (including its subsidiaries, affiliates, agents and representatives) ("**we**", "**us**", "**our**", "**EduIndustry**") regarding the use of EduIndustry's services ("**Services**") under this Agreement, which are offered through website <https://repetry.com> ("**Platform**").

The headings contained in this Agreement are for reference purposes only. All capitalized terms not otherwise defined in Agreement will have the meaning ascribed in other publicly available documents of Platform governing the relationship between you and EduIndustry.

## DEFINITIONS

**Messenger** shall mean integrated with Platform instant messaging system for communication between Student, Tutor and EduIndustry.

**Tutor** shall mean any person who accepted the Terms of Use Eduindustry, Public agreement with tutors of EduIndustry, other documents governing the legal relationship between Tutor and EduIndustry, created a Tutor Account on Platform, filled out Tutor Profile and was verified by EduIndustry.

**Tutor Profile** shall mean the page of Tutor on Platform by which Student may learn about Tutor's professional background, proposed Lessons taught by Tutor, the schedule of Lessons, etc.

**Cost of Lesson** shall mean the total cost of Lesson that Tutor establishes in Tutor Account that will be displaced for Students in Tutor Profile.

**Tutor fee** shall mean the fee that Tutor receives from Cost of Lesson after deducting from it the percentage that Platform charges for its Services.

**Student** shall mean any person who accepted the Terms of Use Eduindustry, Public agreement with students of EduIndustry, other documents governing the legal relationship between Student and EduIndustry, and created a Student Account on Platform.

**Visitor** shall mean person who visits Platform without having a registered Account.

**Tutor Account** shall mean a stored set of Tutor data necessary for its recognition (authentication) and the web interface provided to Tutor to use Platform and provide access to his/her data and settings.

**Lesson** shall mean lesson process in real-time made by Tutor and that Student may purchase using Services.

**Package of Lessons** shall mean the proposed to Student series of Lessons (1, 3, 6, 9) or more Lessons) that Student may purchase.

## **GENERAL PROVISIONS**

### **Acceptance**

By registering a Tutor Account, you confirm that you are thoroughly familiar with the terms of Agreement and carry out their acceptance. If you disagree with the provisions of this Agreement in whole or in part, you should not visit Platform and use our Services.

### **Amendments to this Agreement**

To improve the quality of Services and to comply with legal requirements, as well as respond to changing market conditions, Agreement may be unilaterally amended by EduIndustry. The new version of Agreement comes into force from the moment it is posted on <https://repetry.com>. In such a case, EduIndustry undertakes to notify Tutor of the changes by posting a corresponding notice on Platform or by sending a corresponding notice to Tutor's email address at least 15 calendar days, during which Tutor is entitled to agree or disagree to the corresponding changes. The term of the relevant notice may be increased at the discretion of EduIndustry, in the event of significant changes or reduced if the appropriate changes are required by applicable law. Using Services after any changes and additions to Agreement means consent to such changes and/or additions.

IF YOU REFUSE TO ACCEPT CHANGES TO THIS AGREEMENT, YOU SHOULD NOT VISIT PLATFORM AND USE SERVICES. TUTOR UNDERTAKES TO DELETE HIS/HER TUTOR ACCOUNT AND STOP USING PLATFORM.

## **USE OF SERVICES**

When you act as a Visitor, you may familiarize yourself with information publicly available on Platform, particularly with Tutors and their Tutor Profiles, and communicate with us using Messenger. However, Visitor must register a Tutor Account to start teaching Lessons and other functionalities on Platform.

We allow you to register a Tutor Account to use all Services for Tutor in the manner and under the conditions determined by this Agreement. Upon creation of Tutor Account and completion of the verification process of Tutor Profile, you acquire the status of a Tutor and gets access to the following Services for Tutor:

- offer to Students and sell them trial Lessons or Package of Lessons by using Tutor Profiles, choose the available duration of Lesson(s);
- add in Tutor Profiles information on your professional background, offered Lessons and Cost of Lessons, as well as the schedule of Lessons, which third-party services of Platform will necessarily verify;



- set out Cost of Lessons with a duration of 30, 50, 80 minutes that Tutor offers Students to purchase;
- using Messenger to communicate with Students;
- teach Lesson(s) within Tutor Account and communicate with Students by using third-party services, in particular, Zoom (see [explore.zoom.us](https://explore.zoom.us)) and/or Google meet (see [policies.google.com](https://policies.google.com));
- claiming about Students to our support via email [info@repetry.com](mailto:info@repetry.com) or Messenger.

WE ACT EXCLUSIVELY AS A PLATFORM PROVIDING SERVICES, THE LIST OF WHICH IS DETERMINED BY THIS SECTION. EDUINDUSTRY DOES NOT PARTICIPATE IN THE PROVISION OF LESSONS BY TUTOR.

IN THE PROCESS OF CONCLUSION AND EXECUTION AGREEMENT WE DO NOT ACT AS AN AGENT OR EMPLOYEE OF STUDENT OR TUTOR AND DO NOT HAVE THE AUTHORITY TO ACT ON BEHALF OF STUDENT OR TUTOR.

### **Tutor Account**

To register Tutor Account, you must reach 18 years old. You acknowledge and guarantee that you have all the proper rights, powers, and opportunities to conclude and comply with the terms of this Agreement.

Registration of Tutor Account is free and voluntary. Tutor creates a Tutor Account by filling out the form available on Platform. By clicking the button [Register Tutor Account], you fully and unconditionally consent to all the provisions of this Agreement and documents governing the legal relationship between you and us without reservations and exceptions.

Refusal to register Tutor Account means the disagreement with the terms of all documents governing the legal relationship between Tutor and EduIndustry, as a result, the ability to use Services. To create a Tutor Account, Tutor must provide reliable and up-to-date information, including the name, password, and an email address unique for each Tutor, activation confirmation of which comes to the specified address. You may register Tutor Account via your Google, Apple iCloud, or Facebook accounts. You are entitled to delete your Tutor Account at any time unilaterally.

After registration of Tutor Account, you shall fill out your Tutor Profile by entering the information on offered Lessons and Cost of Lessons, as well as your date of birth, place of work, education, upload video messages and other relevant data. Platform will analyze and verify your Tutor Profile within 5 business days after Tutor fills it out. If you have passed the verification process, Tutor Profile will be available for Users.

Tutor shall immediately notify us of any unauthorized access (suspected unauthorized access) to Tutor Account. You are solely responsible for all actions on Platform using Tutor Account. All activities performed on Platform using Tutor Account are considered to be made by Tutor, except when you notify us of unauthorized access (suspicion of unauthorized access) to your Tutor Account.

## **Access to Tutor Account**

You are responsible for maintaining the secrecy of the login credentials to Tutor Account. Tutor agrees to establish reasonable security procedures and controls to limit access to password or other identifying information to authorized individuals, which includes choosing passwords and other credentials to protect the security of Tutor's information. Tutor's credentials include an email address and password to Tutor Account. You are also responsible for maintaining the accuracy of the information in Tutor Account.

## **Cost of Lessons and Payment Procedure**

Having created Tutor Account and passed the verification of Tutor Profile by Platform, you may set out Cost of Lessons with a duration of 30, 50, 80 minutes that you will offer Students to purchase. You shall set out the schedule of Lesson(s), using which Students may book the days and times available for them to make Lesson(s) conduction. Once setting out Cost of Lessons, Platform may determine discounts on Cost of Lessons for Students on the terms stipulated in Tutor Account. You agree that Cost of Lessons you establish may be reduced for Students due to such discounts.

After registering Student Account, Student may analyze, in particular, your Tutor Profile and purchase a trial Lesson or Package of Lessons. Student communicates with you using Messenger and/or third-party services, in particular, Zoom and/or Google meet, and can express his/her wishes regarding Lessons that Student needs.

After choosing the trial Lesson or Package of Lessons, Student pays Cost of Lesson(s). After making the payment, Student will be entitled to book the specific available day and time for such Lesson(s) conduction based on the schedule of Lesson(s) that you have stipulated on your Tutor's Profile. If Student wishes, you may also book the day and time for such Lesson(s) conduction that is convenient for Student.

The payment provider credits our account in full for the purchased lesson package. The Platform automatically instructs the Payment Provider to transfer the Tutor's remuneration to the Tutor after the Student has confirmed the lesson manually or within 24 hours after the lesson has ended.

The payment provider retains for us a percentage from 15% to 33% for Services from Cost of Lessons, then transfer the corresponding amount to you. You, in turn, shall receive Tutor fee from 67% to 85% from Cost of Lessons depending on the percentage that Platform receives. After creating a Tutor Account and verifying your Tutor Profile, you will receive a Tutor fee of 67% of Cost of Lesson. You may temporarily or permanently increase the percentage of Tutor fee if you comply with the terms stipulated in the Loyalty Program for Tutors of EduIndustry.

After the confirmation of Lesson conducting you will receive Tutor fee on your payment card, taking into account the restrictions of money settlement determined by payment service providers of EduIndustry. You acknowledge that your payment information will be processed by payment service providers. To start receiving Tutor fees, you shall pass the one-time KYC-verification required by payment service providers.

You agree that the applicable fee amounts of the payment providers hereunder will be added to the respective payments subject to be done under the terms of this Agreement.

After the purchase of Lesson, Student may use it (making the conduction) for the duration of the package. You acknowledge that if the Student fails to book a specific free day and time for such a Lesson, which is subject to the package validity period from the date payment is made, the Student may not be able to use the Lesson and you in turn will not receive remuneration for the Tutor's services.

**YOU ARE PROHIBITED FROM OFFERING STUDENTS TO MAKE PAYMENTS OUTSIDE PLATFORM BY USING ANY METHODS.**

### **Change of Tutor**

You agree that Students are entitled to change Tutors within the purchased trial Lesson or Package of Lessons, except if there are earlier than 24 hours before the start of Lesson, on the terms of Public agreement with students of EduIndustry.

### **Messenger**

After registering a Tutor Account, entering Tutor Profile, and passing its verification, you get access to Messenger and/or third-party services within Tutor Account, in particular, Zoom and/or Google meet, allowing you to communicate with Students.

WE DO NOT EXERCISE MODERATION AND EDITORIAL CONTROL OVER THE CONTENT OF MESSENGER AND, THEREFORE, ARE NOT RESPONSIBLE FOR THE CONTENT OF MESSAGES SENT BY TUTORS OR STUDENTS.

### **Cancellation of Lessons**

We allow Students to cancel the purchased Lesson and refund them Cost of Lesson if the cancellation occurs not earlier than 24 hours before Lesson starts under a determined schedule.

If Student cancels the purchased Lesson earlier than 24 hours before Lesson starts under the determined schedule, Platform will not refund Student Cost of Lesson, and such Cost of Lesson will be held as the overpayment.

Student and Tutor may agree on giving up these Agreement's provisions of non-refund to Student Cost of Lesson in case of Student's absence. To make it, you shall press the appropriate button in Tutor Account and Cost of Lesson will be fully returned to Student.

<b>Time before Lesson when Tutor made cancellation</b>	<b>Percent from your Tutor fees that Platform will charge</b>
From 23 to 6 hours before Lesson	1 % for 1 future Lesson
Earlier than 6 hours before Lesson	2 % for 1 future Lessons

## **Skipping of Lessons**

You may inform Platform using the appropriate button in your Tutor Account regarding Student's absence during Lesson. Such a notice will also be delivered to Student Account. Student may confirm or argue with your notice about Student's absence. If Student confirms this, Cost of Lesson that is skipped will not be refunded to Student, and you will receive Tutor fee. If Student was present during Lesson, Student may argue with your notice about the absence, and Platform will investigate if your information in the notice is valid. Depending on the investigation, Platform will resolve if Cost of Lesson shall be refunded to Student. In case Platform figures out that Student was present, we will refund Student Cost of Lesson and you will not receive your Tutor fee, considering the false information contained in your notice. If not, there will not be a refund to Student, and you will receive Tutor fee for Lesson.

Student, in his/her turn, may inform Platform by using the appropriate button in Student Account regarding your absence. Such a notice will also be delivered to your Tutor Account. You can confirm or argue with Student's notice about your absence. If you confirm this, you will not receive Tutor fee for Lesson and Cost of Lesson will be refunded to Student. If you were present during Lesson, you may argue with Student's notice about the absence and Platform will investigate if Student's information in the notice is valid. Depending on the investigation, Platform will resolve if Tutor fee shall be directed to you. In case Platform figures out that you were present, Platform will direct you Tutor fee for Lesson. If not, Cost of Lesson will be refunded to Student, and Platform may impose a fine on you by charging 3% of your Tutor fees for 1 Lesson(s) that will be conducted in the future.

## **Refund Payments**

Platform shall refund to you paid money on the terms stipulated in Refund Policy.

### Deletion of Tutor Account

If you decide to delete your Tutor Account or in case we delete your Tutor Account under the terms of this Agreement, and you have a relying Tutor fee (for the conducted Lesson(s) ) that has not yet been paid, it will be directed to you.

## **Liability of Tutors**

You agree that we are entitled to restrict your use of our Services or delete your Tutor Account in the following cases:

- You have offered Students to pay fee for Lessons outside Platform;
- You are late to Lesson(s) and violate the determined schedule of it (them);
- You have done any other violations of this Agreement or other documents governing the legal relationship between Tutors and EduIndustry.

We are entitled to impose fines on you (by increasing the percentage charged by Platform from Cost of Lesson

## **Tutor Content**

We are entitled to moderate and exercise editorial control over the content of the information posted on Platform.

EDUINDUSTRY HAS THE RIGHT IN ITS DISCRETION TO STORE, TEMPORARILY PROHIBIT OR DELETE ANY MESSAGES, ARTICLES OR REVIEWS REGARDING TUTORS OR STUDENTS, WHICH IN THE OPINION OF EDUINDUSTRY VIOLATE THIS AGREEMENT, MAY BE ILLEGAL, OR MAY VIOLATE RIGHTS, HARM OR ENDANGER OTHER STUDENTS, THIRD PARTIES.

INFORMATION ON PLATFORM IS EXCLUSIVELY INFORMATIONAL. WE MAKE NO WARRANTY REGARDING ITS COMPLETENESS, TIMELINESS OR ACCURACY. INFORMATION POSTED ON PLATFORM DOES NOT REFLECT OUR POSITIONS EXCEPT WHEN EDUINDUSTRY IS EXPRESSLY STATED OTHERWISE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF INFORMATION PROVIDED BY TUTORS OR STUDENTS.

## **Feedback system**

We encourage Students to provide feedback on you if you conducted Lesson(s) for these Students. Students' feedback is visible and published on Platform within a reasonable time. The feedback may NOT contain the following:

- Vulgarism, obscene and pornographic content, or content that incites hatred, racism, xenophobia and ethnic conflicts;
- Content that violates the rights of third parties, including intellectual property rights, personal rights, including the reputation of other Students and Tutors or third parties;
- Content that results from an agreement with other Students or Tutors, or third parties to provide a grade or feedback;
- Content that is false, defamatory or unfair competition; and
- Any other content that EduIndustry believes violates the terms of this Agreement, the Privacy Policy, or the requirements of applicable law.

## **Student's and Tutor's Claims**

We encourage Students to submit claims regarding the quality of provided Services and rendered Lessons, as it helps to improve the quality of the work of Platform. Student may file a claim by pressing the relevant button in Student Account or leaving feedback about Tutor (in particular, regarding Tutor's late to Lesson(s) and violation of the determined schedule of Lesson(s)). After review of the claim, Platform, in case of the claim's veracity, at its discretion, is entitled to charge 1% from your Tutor fees for the future 1 Lesson(s) that you will conduct, as well as block for Visitors the display of your Tutor Profile on 30 calendar days or 100 amount of online visitings of Tutor Profile by Visitors. In case there are 3 or more claims during one week, which veracity is verified by Platform, we may deduct the amount of your Tutor fees, block or delete your Tutor Account, considering the applicable legal rules. Students may submit claims regarding any of your Tutor's violations of documents governing the legal relationship between Tutors and EduIndustry.

In your turn, you may file claims concerning Student's violations of documents governing the legal relationship between Students and EduIndustry. If Platform finds out that such are present, we may restrict Student's usage of Platform.

## **Notifications**

You can receive marketing notifications through such communication channels as sms, email, app-push, and web-push, including, but not limited to, system notifications from us related to using Services. If you do not wish to receive marketing notifications, you may refuse such notifications through the appropriate settings directly in the letters. You are not entitled to refuse to receive system notifications.

## **Restrictions on the use of EduIndustry Services**

In case of violation of the use of Services or any terms of Agreement or other documents governing the legal relationship between Tutor and EduIndustry, we are entitled to restrict the use of Platform by Tutor or to delete Tutor Account.

If Tutor Account is deleted, we shall notify you of that fact and reasons for imposing such restriction at least 30 calendar days before the deletion, if such violation occurred for the first time, or at the time of restricting the use of Services, if you maliciously violate the terms of this Agreement. EduIndustry informs about the content of User's claim of Platform if the restriction in using Services was imposed for User's claim.

You can provide evidence of eliminating the reason for the restriction in using Services, based on which EduIndustry reserves the right to unlock or restore Tutor Account.

## **RIGHTS AND OBLIGATIONS**

### **Tutor is entitled to:**

- use Services under the terms of this Agreement;
- provide Platform with its wishes and/or suggestions for improving the provision of Services;
- contact Platform support if necessary.

### **Tutor undertakes:**

- To use Services in good faith, not to perform any actions, including using software, aimed at disrupting the regular operation of Platform;
- To refrain from attempting unauthorized access to Platform, intellectual property objects placed on it, as well as from committing any other actions that violate the rights of EduIndustry or third parties;
- To use Platform only for legitimate purposes and comply with the applicable law without violating the rights and legitimate interests of EduIndustry;
- To be on time for Lesson(s) and not to violate the determined schedule of Lesson(s);

- Not to take actions aimed at destabilizing the work of Platform, making attempts to unauthorized access to Platform, as well as taking any other activities that violate the rights of EduIndustry and/or third parties;
- Not to access certain functions of Platform using User Account of another User by hacking, password guessing, or other illegal ways;
- Not to download, send, transmit, or in any other way post and/or distribute content that is illegal, harmful, or violating morality, demonstrates or promotes violence, cruelty, violates intellectual property rights, promotes hatred and/or discrimination, offends any persons or organizations or otherwise violates the requirements of the law;
- Not to illegally collect and process personal data;
- To use this Platform in good faith;
- To comply with the terms of Agreement, Privacy Policy, other documents governing the legal relationship between Tutor and EduIndustry, and applicable law.

**EduIndustry is entitled to:**

- At its sole discretion to set restrictions on the use of Platform by Tutor under the terms of Agreement;
- Modify the terms of Agreement;
- Send marketing messages to Tutor, if Tutor does not refuse it;
- Suspend access to Platform in case of technical malfunctions.

**EduIndustry shall:**

- Register Tutor on Platform, as well as create and provide Tutor with Tutor Account for free use, through which communication with Students, purchase, and conduct of Lessons is possible;
- Notify any changes to Agreement by posting a corresponding notice on Platform, where Tutor is entitled to agree or disagree to the related changes, or by sending a related notice by Tutor's email address at least 15 calendar days before posting these changes on Platform if a shorter period does not apply in case of amendments to applicable law;
- Provide the ability to use Platform in the order determined by this Agreement.

**DISCLAIMER OF EDUINDUSTRY ROLE**

WE DO NOT PROVIDE EDUCATIONAL SERVICES FOR THIS AGREEMENT PURPOSES AND DO NOT ENSURE THE QUALITY OF YOUR LESSONS CONDUCTING. THE TASK FOR EDUINDUSTRY IS TO CREATE A CONVENIENT PLATFORM FOR STUDENTS AND TUTORS BY USING WHICH THE LATTER CAN CONDUCT LESSONS. WE ARE NOT YOUR AGENTS AND ARE NOT DEEMED YOUR PARTNERS OR EMPLOYERS.

## **DISCLAIMER OF WARRANTIES**

Access to Services is provided on an "as is" basis. EduIndustry assumes no responsibility for Platform compliance with Tutor's goals.

EduIndustry does not guarantee that:

- Platform meets or will meet the requirements and expectations of Tutor;
- Services will be provided continuously, quickly, reliably, and without errors;
- The quality of any Services, obtained using Platform will meet Tutor's expectations;
- Lessons conducted by Tutors will complete Student's expectations of their quality;
- Platform does not contain any viruses, errors, omissions, interruptions, deletions, or other defects;
- All users have reached the minimum acceptable age.

WE DO NOT WARRANT THE QUALITY, SUITABILITY, SAFETY, OR SERVICES AVAILABILITY. STUDENT AGREES WITH THE RISK THAT ARISES IN CONNECTION WITH THE USE OF SERVICES TO THE MAXIMUM EXTENT STIPULATED BY THE APPLICABLE LAW.

## **LIMITATION OF EDUINDUSTRY'S LIABILITY**

We shall not be liable to Tutor or any third parties:

- for the actions of Student or Tutor on Platform;
- for legality and reliability of the information used/received by Tutor during the provision of Services;
- for any errors, omissions, interruptions, defects and delays in the processing or transmission of data, failures in communication lines, destruction of any equipment, or illegal access of third parties to Platform, which caused the restriction of Tutor's access to Platform. EduIndustry takes all necessary measures to eliminate any malfunctions on Platform as soon as possible but does not guarantee the absence of failures and errors. In this case, EduIndustry cannot ensure the safety of data;
- for any costs or losses directly or indirectly incurred by Tutor due to the provision of Services. EduIndustry shall under no circumstances be liable to Tutor or third parties for any consequential damages, including lost profits, to the maximum extent permitted by applicable law;
- for the quality and terms of services provided by Users outside Platform, but by posting relevant information on Platform;
- for any direct and/or indirect losses, including lost profits or lost data, damage to honor, dignity or business reputation incurred in connection with Tutor's use of Platform, or inability to use it, or unauthorized access to Tutor's communications by third parties;



- for the use of Services by persons under the age of 18 to obtain the status of a Student or a Tutor;
- for posting any content on Platform.

We cannot control and do not control Tutor's compliance with the terms of Agreement and are not responsible for damage caused to users or third parties in case Tutor violates the provisions of Agreement and the requirements of applicable law.

Tutor uses any information and materials that Tutor receives using Platform at his/her own risk and is independently responsible for the possible consequences of using this information and/or materials. Other Users may receive personal data about Tutors in connection with using Services and the performance of Lessons of these Tutors. We are not responsible for using any personal information disclosed on Platform by Tutor.

We disclaim any responsibility for the actions or omissions of other Users (including unauthorized users) that arose when using Platform or in any other way.

You understand that we do not bear any responsibility for the quality of your Lessons because educational services lie outside the scope of EduIndustry's responsibility, which provides an online platform for Lessons conducting. Only in case of violation of the terms of this Agreement, we are entitled to restrict your use of Services.

The limitations of liability and the disclaimer of warranties provided do not imply a limitation of liability or a change in Tutor's rights, which cannot be limited under applicable law.

PLATFORM MAY NOT BE AVAILABLE IN ALL LANGUAGES OR ALL COUNTRIES, AND WE MAKE NO REPRESENTATION THAT THE FUNCTIONALITY OF PLATFORM WILL BE APPROPRIATE, ACCURATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION.

AS EDUINDUSTRY IS NOT LIABLE FOR THE QUALITY OF LESSONS, IT CANNOT BE RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WHATSOEVER CONCERNING ANY LESSONS. EDUINDUSTRY CANNOT WARRANT THAT THE WORK OF GOOGLE MEET, ZOOM, OR SIMILAR VIDEO CALL THIRD-PARTY SERVICES DURING LESSONS WILL BE ERROR-FREE AND OPERATE WITHOUT INTERRUPTION, AS EDUINDUSTRY CANNOT TAKE ANY REASONABLE CONTROL OVER THE WORK OF SUCH SERVICES.

## **RESOLVING OF DISPUTES**

### **Dispute with EduIndustry**

If you have any questions regarding Agreement or certain contradictions, claims, or disputes ("**Disputes**") that significantly affect the receipt of Services, you may first inform us about the essence of such a Dispute. Tutor and EduIndustry shall make all reasonable efforts to resolve such Disputes through negotiations.

### **Litigation**

All disputes arising out of or in connection with Agreement and which cannot be resolved through negotiations shall be considered by the relevant courts of Poland. This Agreement is governed and constructed under the laws of Poland.

## **Dispute between Users**

In the event of any dispute between Student and Tutor or another User, including but not limited to the provision of Services, such dispute shall be resolved independently between the parties to the dispute without involving EduIndustry to the maximum extent permitted by applicable law.

## **Indemnification**

If EduIndustry is sued by third parties related to the provision of Services through the fault of Tutor, the latter undertakes on its own and at its own expense to resolve such claims with third parties, protecting EduIndustry from possible disputes, losses, and compensation, to the maximum extent permitted by applicable law.

## **MISCELLANEOUS**

### **Text of Agreement**

Any rules, policies, and notices related to and may arise from the terms of Agreement and posted on Platform are an integral part of Agreement. The text of Agreement is open and publicly available. Agreement is concluded indefinitely and extends its effect to Tutor accessing Platform and using the EduIndustry Services at the commencement date of such access and use.

If any of the terms or conditions of Agreement are invalidated by a court or authority of competent jurisdiction, this shall not invalidate any other provisions of Agreement.

### **Intellectual property**

All content, design, graphics, combinations, translations, digital conversions, and other materials related to Services are protected under applicable copyright, trademark, and property laws (including but not limited to intellectual property rights) and are owned by EduIndustry and/or its affiliates. Copying, redistribution, or publication by you of any part of Platform, unless expressly provided by Agreement, is strictly prohibited. Services do not confer intellectual property rights to content, documents, or other materials that can be accessed. Posting information or materials on Platform does not mean waiving any rights to such information or materials.

WE INDIVIDUALLY AND PERMANENTLY OWN ALL RIGHTS AND OTHER TITLES TO THE INFORMATION PUBLISHED ON PLATFORM. WE ARE ENTITLED TO DISTRIBUTE, LICENSE, SUBLICENSE, ADVERTISE, PROMOTE, DEMONSTRATE OR OTHERWISE USE ALL RIGHTS TO SUCH INFORMATION WORLDWIDE, IN DIFFERENT LANGUAGES, IN ANY MEDIA FORMATS AND BY ANY MEANS (BOTH KNOWN AT THE MOMENT AND DEVELOPED IN THE FUTURE) WITHOUT ANY ADDITIONAL OBLIGATIONS OR PAYMENT OF REMUNERATION.

EDUINDUSTRY'S INTELLECTUAL PROPERTY DOES NOT INCLUDE ANY OBJECTS OWNED AND/OR CREATED BY TUTORS AND STUDENTS THAT ARE USED WHILE THE CONDUCTING OF LESSONS.

### **Processing of Personal Data**

While using Platform, you may provide us with your data. EduIndustry is not responsible for using any personal data that may be disclosed through Tutor Account on Platform. Tutor should carefully place it.

Tutor understands that Privacy Policy governs the collection and use of Tutor's data in connection with using Services.

### **Third-party websites and/or apps**

Platform may contain hyperlinks to other websites and/or apps. We do not check these third-party websites and/or apps and their content for compliance with specific requirements (reliability, completeness, legality, etc.). EduIndustry is not responsible for any information or materials posted on third-party websites and/or apps that Tutor accesses using Platform, including any opinions or statements posted on third-party websites and/or apps, advertisements, etc., as well as for the availability of such websites and/or app or the consequences of their use by Tutor.

### **How to Contact Us**

If you have a question about this Agreement, contact us at [info@repetry.com](mailto:info@repetry.com). To contact EduIndustry you may use the following details:

- **Our address:** Ul. Adama Branickiego 21/U3 Warsaw; Mazowieckie
- **Our email:** [info@repetry.com](mailto:info@repetry.com)

# REFUND POLICY OF EDUINDUSTRY

Effective since: 09.10.2023

PLEASE READ THIS POLICY CAREFULLY. USING EDUINDUSTRY SERVICES, YOU AGREE TO COMPLY WITH THE REFUND POLICY OF EDUINDUSTRY, WHICH GOVERNS THE ISSUES REGARDING THE RETURN YOU PAID MONEY.

This Refund Policy of EduIndustry ("**Refund Policy**") governs the contractual relationship between EduIndustry Sp. z o.o. (including its subsidiaries, affiliates, agents and representatives) ("**we**", "**us**", "**our**", "**EduIndustry**") and you as Student or Tutor ("**you**", "**your**", "**User**") in regard to return of paid money to Platform.

The headings contained in this Refund Policy are for reference purposes only. All capitalized terms not otherwise defined in Refund Policy will have the meaning ascribed in other publicly available documents of Platform governing relationship between you and EduIndustry.

14 days' refund term

Student is entitled to receive a full refund of the paid Cost of Lesson(s) (that have not yet been conducted) within 14 days from the payment provided, unless the applicable consumer protection law requires a longer term. The rules on non-refund to Student in the respective events determined in the documents governing the legal relationship between Students and EduIndustry are applicable if the mentioned 14-day term expires (except when Student skips Lesson or makes Lesson cancellation less than 24 hours before Lesson starts).

## **Account Deletion**

If Student deletes Student Account, Platform will not refund him/her paid money for the purchased trial Lesson and Package of Lesson(s) that Tutor has not yet conducted at the moment of Student Account deletion. In case Student deletes Student Account less than 24 hours before the purchased Lesson starts under the determined schedule, we will not refund to Student Cost of Lesson, taking into account the rules stated in Sections "Cancellation of Lessons" contained in Public agreement with students of EduIndustry and Public agreement with tutors of EduIndustry.

In case Tutor deletes Tutor Account and he/she has a relying Tutor fee (for the conducted Lesson(s) ) that has not yet been paid him/her, it will be directed to Tutor.

## **Refund in case of Lessons Skippings and Lessons Cancellations**

If a Student cancels a purchased Lesson at least 24 hours before it is due to start, we will not charge the Tutor for the lesson. If a Student cancels a Lesson less than 24 hours prior to its start, the Platform will debit the funds for the benefit of the Tutor. If the Tutor cancels a purchased Lesson, the cost of the Lesson will not be charged to the Student for the benefit of the Tutor.

If the Student misses the Lesson(s), the cost of the Lesson(s) will be credited to the Tutor. If the Student was present at the lesson but the Tutor submitted an incorrect notification of the Student's absence (based on our Platform's investigation it was found to be incorrect), we will refund the cost of the lesson to the Student. If the Tutor was absent from the lesson, we will refund

the cost of the lesson to the Student. To get more information concerning the refund procedure in case of Lessons skipplings and cancellations please visit Public agreement with students of EduIndustry and Public agreement with tutors of EduIndustry.

### **Non-refund upon expiry of the package validity period**

**If the Student has not booked the day and time for the use of the purchased individual Lesson (or any of the Lessons within the purchased Lesson Package) (holding) within the validity period of the package from the date of payment and, as a consequence, the Lesson was not held at the specified time, the cost of the Lesson will not be refunded to the Student. This rule also applies if the Student does not use any of the Lessons within the purchased Lesson Package, as well as if the Student does not use a Lesson of a new Tutor in case of a change of Tutor under the terms of the Public Agreement with EduIndustry Students. Refund expenses**

Any refund to you is carried out after deducting the fees arising in the refund procedure provided by the payment service provider and/or banks.

### **Refund Requests**

To request a refund for Student in case of Lesson cancellation under the terms of this Refund Policy, Student shall press the appropriate button in Student Account, which allows to make Lesson cancellation. If Student attended a Lesson, but Tutor submitted the wrong notice regarding Student's absence, we will refund Cost of Lesson to Student after the execution of our Platform's investigation.

Refund payments will be automatically made to User by Platform in case of Account deletion, if such refunds are determined under the rules hereunder.

Please get in touch with us via our email [info@repetry.com](mailto:info@repetry.com) or Messenger for any other cases of refunds. We will investigate and resolve your request for a refund if we believe you are entitled to that.

### **Amendments to this Refund Policy**

To improve the quality of Services and to comply with legal requirements, and respond to changing market conditions, Refund Policy may be unilaterally amended by EduIndustry. The new version of Refund Policy comes into force from the moment it is posted on <https://repetry.com>. In such a case, EduIndustry undertakes to notify User of the changes by posting a corresponding notice on Platform or by sending a corresponding notice to User's email address at least 15 calendar days, during which User is entitled to agree or disagree to the corresponding changes. The term of the relevant notice may be increased at the discretion of EduIndustry, in the event of significant changes or reduced if the appropriate changes are required by applicable law. Using Services after any changes and additions to Refund Policy means consent to such changes and/or additions.

## How to Contact Us

If you have a question about this Refund Policy, contact us at [info@repetry.com](mailto:info@repetry.com). To contact EduIndustry you may use the following details:

- **Our address:** Ul. Adama Branickiego 21/U3 Warsaw; Mazowieckie
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