

PUBLIC AGREEMENT WITH STUDENTS OF EDUINDUSTRY

Effective since: 15.04.2024

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 AND PAYMENT 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**”, “**Repetry**”) regarding the use of EduIndustry's services (“**Services**”) under this Agreement, which are offered through website <https://repetry.com> and app “Repetry” (“**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 Repetry.

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 Repetry.

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.

Balance of Lessons shall mean the remaining available Lessons(s) that Student purchased that were not conducted and may be booked.

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

Lessons Coupon shall mean Platform-issued coupon Student receives in exchange for the specific purchased but not yet conducted Lesson(s), in particular, if Tutor does not arrange Student for any reason. Lessons Coupon may be used by Student while purchasing Lesson(s) conducted by a different Tutor. Lessons Coupon corresponds to Cost of Lesson(s) that Student exchanges.

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.

You acknowledge that you are entering into a legally binding contract with Repetry and express your unequivocal acceptance of this Agreement

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 Repetry. The new version of Agreement comes into force from the moment it is posted on <https://repetry.com>. In such a case, Repetry 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 Repetry, 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 Lessons or Package of Lessons offered by Tutors on their Tutor Profiles (particularly by using Lessons Coupon, if any), in particular, choose the available duration of Lesson(s);
- receive Lessons Coupon in exchange for the specific purchased but not yet conducted Lesson(s) that may be used by Student while purchasing Lessons conducted by a different Tutor ;
- using Messenger to communicate with Tutors;
- learn Lesson(s) within Student Account and communicate with Tutors by using third-party services, in particular, Google meet (see <https://policies.google.com>);
- leaving feedback about Tutors on their Tutor Profiles;
- claiming about Tutors to our support via email support@repetry.com or Messenger.

WE ACT EXCLUSIVELY AS A PLATFORM PROVIDING SERVICES, THE LIST OF WHICH IS DETERMINED BY THIS SECTION. REPETRY 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 [Sign up], 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. By clicking the button [Pay] while you purchase Lesson(s), you additionally consent to all the provisions of this Agreement and documents governing the legal relationship between you and us.

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

After choosing Lesson or Package of Lessons, you pay for them the relevant Cost of Lesson(s) using a payment card, Apple Pay (see <https://support.apple.com>), Google Pay (see <https://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.

Payment processing on Platform is provided by third-party payment processors including, but not limited to Stripe (see <https://stripe.com/>), PayAdmit (see <https://payadmit.com/>) PayPal (see <https://www.paypal.com/>), Payoneer (see <https://www.payoneer.com/>), Wise (f/k/a TransferWise) (see <https://wise.com/>) allowing us to:

- bill Students through third-party payment processors instead of directly processing of payments (which includes processing of credit/debit card information);
- make payouts to Tutors.

Kindly review the additional payment terms provided in the Refund and Payment Policy.

For more details on the security of your payment and billing information, please refer to our [Privacy Policy](#).

The payment provider retains Cost of Lesson(s) that Student paid until Lesson is conducted, and such conducting will be confirmed. Such a confirmation may be done by Student manually within 24 hours from the end of Lesson or it will be done automatically by Platform after the end of this time. The payment provider retains for us a percentage for Services from Cost of Lesson(s), on the terms outlined in the [Public agreement with Tutors of EduIndustry](#), and transfers Tutor fee to Tutor.

Users 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 or Package of Lessons, Student may use it (make the conduction) for Lesson Package validity period from the moment of payment provided. You acknowledge that if Student does not book the specific available day and time for such Lesson delivery covered by the validity period of Lesson Package from the moment of the payment provided, Student cannot use Lesson and you, in turn, will not receive your Tutor Fee.

Lessons Coupon usage by Students

You may exchange purchased but not yet conducted Lesson(s) to Platform-issued Lessons Coupon (in particular, if Tutor does not arrange you for any reason) that indicates Cost of Lesson(s) you exchange, except if there are earlier than 24 hours before the start of Lesson you exchange. You may use Lessons Coupon to purchase Lesson(s) that a different Tutor will conduct.

Without any limitations, the term of Lessons Coupon equals the validity term of the purchased Lesson(s) you exchanged to Lessons Coupon. For instance, if you exchanged the purchased Package of Lessons that is validly possible to use for 6 months, Lessons Coupon's term will also be 6 months. You may not sell or deliver your Lessons Coupon to any other User in any way. Students agree that they are not allowed to reconvert Lessons Coupon to Lessons exchanged once Lessons Coupon is issued.

We encourage you to use Lessons Coupon while purchasing Lesson(s) of another Tutor, as you will reduce Cost of Lesson by the amount equivalent to Lessons Coupon. To do this, you shall activate Lessons Coupon on the respective page when purchasing Lesson(s). Cost of Lesson you purchase using Lessons Coupon may not be less or equal to the amount corresponding to Lessons Coupon.

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 a Student Account, you get access to Messenger and/or third-party services within Student Account, in particular, Google meet, allowing you to communicate with Tutors.

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

If you cancel the booked Lesson not less than 6 hours before Lesson starts, we will return this Lesson to your Balance of Lessons. Consequently, you can use this Lesson later by booking it again. If you make a cancellation less than 6 hours before Lesson starts, Platform will not return this Lesson to your Balance of Lessons. Student and Tutor may agree on giving up these Agreement's provisions of non-return to Student in case of Student's absence. To make it, Tutor shall press the appropriate button in his / her Tutor Account and Lesson will be fully returned to your Balance of Lessons. If Student and Tutor do not give up these Agreement's provisions, Lesson

conduction will be automatically confirmed by Platform following the rules of this Agreement, and Tutor will receive its Tutor fee.

If Tutor cancels a Lesson, Tutor must inform you in a timely manner. In this case, we will return this Lesson to your Balance of Lessons.

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, Lesson that is skipped will not be returned to your Balance of Lessons 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 Lesson shall be returned to your Balance of Lessons. In case Platform figures out that you were present, Platform will return Lesson to your Balance of Lessons, considering the false information in the notice provided by Tutor. If not, Lesson will not be returned to your Balance of Lessons, 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, Lesson that is skipped will be returned to your Balance of Lessons. 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, Lesson will be returned to your Balance of Lessons.

Refund Payments

Platform shall refund to you paid money on the terms stipulated in [REFUND AND PAYMENT POLICY OF EDUINDUSTRY](#).

Deletion of Student Account

If you decide to delete your Student Account, the unused Lessons, Package of Lessons and Lessons Coupons (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.

If you fail to log into your Student Account on Platform for over 180 days, your Student Account will be suspended, and any remaining balance will expire.

Student Content

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

REPETRY 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 REPETRY 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 REPETRY 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 Repetry 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. 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 lower Tutor's rating, temporarily/or completely remove Tutor Profile from the search on Platform, limit access, or delete Tutor Profile. In case there are 3 or more claims during one week, which veracity is verified by Platform, we may deduct the amount of Tutor fees, block or delete Tutor Account, considering the applicable legal rules. Students may submit claims regarding any of Tutor's violations of documents governing the legal relationship between Tutors and Repetry.

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, Repetry 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 Repetry 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. Repetry 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 Repetry 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 Repetry or third parties;
- To use Platform only for legitimate purposes and comply with the applicable law without violating the rights and legitimate interests of Repetry;
- 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 Repetry 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.

Repetry 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.

Repetry 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 REPETRY 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 REPETRY 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 PURCHASED LESSON(S) ARE TRANSFERRED DIRECTLY TO TUTORS ON THE TERMS OF THIS AGREEMENT, AND WE HOLD BACK A PERCENTAGE FEE FOR SERVICES.

DISCLAIMER OF WARRANTIES

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

Repetry 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 REPETRY'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. Repetry 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, Repetry cannot ensure the safety of data;
- for any costs or losses directly or indirectly incurred by Student due to the provision of Services. Repetry 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 Repetry'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 REPETRY 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. REPETRY 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 REPETRY CANNOT TAKE ANY REASONABLE CONTROL OVER THE WORK OF SUCH SERVICES.

RESOLVING OF DISPUTES

Dispute with Repetry

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 Repetry 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 Repetry to the maximum extent permitted by applicable law.

Indemnification

If Repetry 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 Repetry 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 Repetry 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 Repetry 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.

REPETRY'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. Repetry 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.). Repetry 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 support@repetry.com. To contact Repetry you may use the following details:

- **Our address:** Ul. Adama Branickiego 21/U3 Warsaw; Mazowieckie
- **Our email:** support@repetry.com