

# PUBLIC AGREEMENT WITH TUTORS 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 TUTORS 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 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**”, “**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 the 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.

**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.

**Repetry fee** shall mean the fee that the Platform charges for its Services from Cost of Lesson by deducting the determined percentage from it.

**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.

**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 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.

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, as well as 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 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 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 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. 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 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 in particular 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, Google meet (see <https://policies.google.com>);
- claiming about Students to our support via email [support@repetry.com](mailto: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 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 [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.

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 after Tutor fills it out. 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.

### **Verification**

We may require a Tutor to submit a government-issued ID (such as a passport or driver's license) and documentation validating educational credentials (such as diplomas, certificates, etc.). Tutors must upload copies of their government-issued ID and educational documents. Upon successful verification, a special badge will be added to Tutor's profile, and the uploaded document copies will be removed from our servers. Repetry does not endorse or guarantee the accuracy, completeness, or reliability of any information Tutor provides during the verification process. Repetry cannot verify the identity of every User.

You acknowledge and accept that you assume all risks associated with using Services, including but not limited to any risks associated with online or offline interactions with other Users. Please exercise caution and common sense when interacting with other Users to safeguard your personal safety and belongings. We are not liable for the conduct of any User of Services, whether online or offline.

### **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**

During Tutor Account creation, you shall set out Cost of Lessons with a duration of 30, 50, 80 minutes that you will offer Students to purchase. Having created Tutor Account and passed the verification of Tutor Profile by Platform, you may also set out Cost of Lessons. 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.

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 OF EDUINDUSTRY](#).

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

After registering Student Account, Student may analyze, in particular, your public Tutor Profile and purchase Lesson or Package of Lessons. Student communicates with you 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, 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 retains Cost of Lesson(s) that Student paid until you conduct Lesson 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 Repetry fee, which is 23% of the Cost of Lesson, and then transfers to your Tutor Account balance the corresponding Tutor fee equal to 77% of the Cost of Lesson, following the terms of Lesson conduction confirmation. Without any limitations, we may unilaterally modify the terms on the amount of Tutor fee and Repetry fee (in particular, by establishing the floating percentage rate), which will be described in the updated Agreement.

Notwithstanding any contrary contained herein, Repetry fee for the first conducted Lesson between the respective Tutor and Student equals 100% of Cost of Lesson.

After the confirmation of Lesson conduction, you will receive Tutor fee in your Tutor Account balance.

Repetry utilizes third-party payment processors to facilitate payouts of Tutor fees to Tutors from their Tutor Accounts. Tutor shall choose the amount he/she wants to withdraw and the method of receiving using applicable payment processors. You agree that the request for the withdrawal of funds will be processed within 10 days.

To start receiving Tutor fees, you shall pass the one-time KYC-verification required by payment service providers, which is processed by Persona (see <https://withpersona.com/>).

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 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.

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

### **Lessons Coupon usage by Students**

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

If Student cancels the booked Lesson not less than 6 hours before Lesson starts, we will return this Lesson to Student's Balance of Lessons. Consequently, Students can use this Lesson later by booking it again. If Students make a cancellation less than 6 hours before Lesson starts, the Platform will not return this Lesson to Student's 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, you shall press the appropriate button in Tutor Account and Lesson will be fully returned to Student's 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 you will receive your Tutor fee.

If you cancel a Lesson, you must inform Student in a timely manner. In this case, we will return this Lesson to Student's Balance of 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, skipped Lesson will not be returned to Student's Balance of Lessons, 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 Lesson shall be returned to Student's Balance of Lessons. In case Platform figures out that Student was present, we will return Student Lesson to Student's Balance of Lessons and you will not receive your Tutor fee, considering the false information contained in your notice. If not, there will not be a Lesson's return to Student's Balance of Lessons, 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 Lesson will be returned to Student's Balance of Lessons. 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.

### **Refund Payments**

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

### **Deletion of Tutor Account**

In case Tutor decides to delete Tutor Account, we encourage Tutors to withdraw the relying Tutor fee (for the conducted Lesson(s), if any) before the deletion. In case Tutor deletes Tutor Account, or we delete Tutor Account under the terms hereunder, and Tutor has a relying Tutor fee (for the conducted Lesson(s) ) that has not yet been withdrawn, it will not be directed to Tutor.

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

If Repetry suspends or terminates your Account for violating any of our terms of use or policies, you acknowledge and agree that you will not receive a refund or compensation for any remaining balance or scheduled Lesson(s).

### **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.



## **Tutor 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 TUTORS OR STUDENTS, 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 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 Repetry 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 lower Tutor's rating, temporarily/or completely remove Tutor Profile from the search on the 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 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 Repetry 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. 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 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 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;
- 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 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 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.

**Repetry 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 REPETRY ROLE**

WE DO NOT PROVIDE EDUCATIONAL SERVICES FOR THIS AGREEMENT PURPOSES AND DO NOT ENSURE THE QUALITY OF YOUR LESSONS CONDUCTING. 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 YOUR AGENTS AND ARE NOT DEEMED YOUR PARTNERS OR EMPLOYERS.

## **DISCLAIMER OF WARRANTIES**

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

Repetry 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 REPETRY'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. 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 Tutor due to the provision of Services. Repetry 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 Repetry'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 REPETRY IS NOT LIABLE FOR THE QUALITY OF LESSONS, IT CANNOT BE RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WHATSOEVER CONCERNING ANY LESSONS. 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. Tutor 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 Tutor, 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 Tutor 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. 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.

REPETRY'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. Repetry 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.). Repetry 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 [support@repetry.com](mailto: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](mailto:support@repetry.com)