

# REFUND AND PAYMENT POLICY OF EDUINDUSTRY

Effective since: 15.04.2024

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

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

This Refund and Payment Policy applies to all services and features made available through the Website <https://repetry.com> and our mobile app “Repetry”.

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

## **Transactions between Tutors and Students**

Repetry solely serves as a Platform for requesting, delivering, and paying for tutoring services. Under no circumstances do we act as a party in agreements between Tutors and Students, nor do we bear responsibility for any additional services or materials that Tutor provides. Repetry will not assume responsibility for monitoring any transactions between Students and Tutors.

## **Billing Currency and Foreign Exchange Risk**

Payment transactions will occur in one of the available currencies displayed at checkout. Currently, the currency available to make payments is USD. For your convenience, prices may also be displayed in your local currency other than USD. In such cases, transactions will be processed in USD. Currently, the processing of currencies other than USD is indicative. Please note that if your selected currency differs from USD or your payment method's billing currency, your payment may be processed outside your country of residence.

Consequently, you may incur specific fees, such as international transaction fees and foreign exchange fees, and the amount on your bank statement may differ from the checkout amount. Repetry is not liable for such fees or currency fluctuations and disclaims all responsibility in this matter. We recommend contacting your bank or credit card company for inquiries regarding fees or exchange rates.

Repetry bears no responsibility for any fees levied by banks or third-party payment processors (in particular, we will not cover them when initiating a refund).

If you want to make a refund and we decide you are entitled to it, the speed and availability of refunded funds in your bank account will depend solely on your bank's terms and policies. The

exact refund amount will depend on the USD to your payment method's currency exchange rate, valid when the refund is initiated.

### **Repetry fee**

We impose a Repetry fee on Tutors for utilizing our Services. Repetry fee is applied to each Lesson that Tutor conducts at the rate specified on Platform. Repetry retains the right to modify Repetry fee at any time and will inform Tutors of any fee adjustments before they take effect. The rules on determining the amount of Repetry fee are governed by [Public agreement with Tutors of EduIndustry](#).

### **Payment management service fee**

Repetry also imposes a payment management service fee on Tutors who utilize Platform. This fee applies to each transaction conducted on Platform and shall amount to 5.25% of the total transaction value, not exceeding 15 USD. The relevant payment management service fee will be presented at checkout. However, Repetry reserves the right to modify these fees for promotional offers or new products related to your use of Platform. Any such adjustments will take effect upon being posted on the Website or communicated via email.

Without any limitations, the payment management service fee cannot be refunded. We retain the right to modify the payment management service fee at any time and will notify of any fee adjustments before they take effect.

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

### **14 days' refund term**

Notwithstanding any contrary contained hereunder, Student is entitled to receive a full refund of the paid Cost of Lesson(s) **(that have not yet been booked and 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.

### **Account Deletion**

If Student deletes a Student Account, Platform will not refund him/her paid money for the purchased Package of Lesson(s) that Tutor has not yet conducted at the moment of Student Account deletion.

In case Tutor decides to delete Tutor Account, we encourage Tutors to withdraw relying Tutor fee (for the conducted Lesson(s), if any) before the deletion. In case Tutor deletes Tutor Account or in case we delete Tutor Account under the terms of Public agreement with Tutors of EduIndustry, 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 Account on Platform for over 180 days, your Account will be suspended, and any remaining balance will expire.

If Repetry suspends or terminates Accounts for violating any of our terms of use or policies, Users acknowledge and agree that they will not receive a refund or compensation for any remaining balance or purchased Lesson(s).

### **Lessons Skippings and Lessons Cancellations**

If Student cancels the booked Lesson not less than 6 hours before Lesson starts, we will return this Lesson to Balance of Lessons. Consequently, Students can use this Lesson later by booking it again. If Students makes a cancellation less than 6 hours before Lesson starts, Platform will not return this Lesson to Balance of Lessons.

If Tutor cancels the booked Lesson, Lesson will be returned to Student's Balance of Lessons.

In case Student skips Lesson(s), we shall not return Lesson to Balance of Lessons..

Disputes regarding missed, rescheduled, or canceled Lessons will be resolved by contacting the Platform's support service through any available channels and our Platform's investigation.

To get more information concerning the refund procedure in case of Lessons skippings and cancellations please visit [Public agreement with Students of EduIndustry](#) and [Public agreement with Tutors of EduIndustry](#).

### **Non-refund after the expiration of the package**

In case Student does not book the day and time for using the purchased separate Lesson (or any of Lessons within the purchased Package of Lessons) (making the conduction) for validity period of the package from the moment of the payment provided and, as a result, Lesson is not conducted during this time specified, this Lesson will not be returned to Balance of Lessons. This rule also applies if Student did not use Lessons Coupon during its term under the rules of the [Public agreement with Students of EduIndustry](#).

### **Payment Services**

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.

Student's payment to Repetry will fulfill Student's obligation to compensate Tutor for tutoring services rendered through Platform.

We use a checkout page from third-party payment processors, and Tutors get payment for each Lesson conducting of which is confirmed. Correspondingly all transactions are secured as third-party payment processors use SSL encryption protection and the PCI DSS security standard. Notwithstanding this, we cannot warrant the quality, absence of processing problems, and suitability of the work of any third-party payment processors.

## **Data Provided**

By utilizing the Platform, you acknowledge and consent to third-party payment processors solely processing your billing information. We do not collect, store, or otherwise process your billing details in any manner. You also acknowledge that we will not be held liable for any failures in the work of third-party payment processors. Payment processing will adhere to the third-party payment processors' terms, conditions, and privacy policies in addition to this Refund and Payment Policy. You understand that we reserve the right to change third-party payment processors and may require them to transfer your payment information to other service providers to encrypt it.

Payment methods available on the Platform are as follows:

- Visa/Mastercard
- PayPal
- Apple Pay
- Google Pay

All payments for utilizing Platform and accessing tutoring services must be conducted via Platform. Students are responsible for covering any transaction fees for paying the Cost of Lesson.

## **Payouts**

After the confirmation of Lesson conducting, Tutor will receive Tutor fee in 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. Tutors agree that the request for the withdrawal of funds will be processed within 10 days.

Please be aware that third-party payment processors charge a fee for each transaction. These transaction fees will be subtracted from the corresponding payout of Tutor Fee and will be visible within Platform's features. If you are an EU tax resident and wish to withdraw funds from your Tutor account, we may require you to furnish us with your tax details in accordance with the Amending Directive (EU) 2021/514 (DAC7 Directive).

## **Disclaimer on Repetry role**

Repetry is not a banking institution or any form of financial establishment, and it does not offer financial services. Payments made through Platform are strictly intended for facilitating access to and delivery of tutoring services between Students and Tutors. These payments must not be utilized for any fraudulent, criminal, or illegal activities.

## **Amendments to this Refund and Payment Policy**

To improve the quality of Services and to comply with legal requirements, and respond to changing market conditions, Refund and Payment Policy may be unilaterally amended by Repetry. The new version of Refund and Payment comes into force from the moment it is posted on <https://repetry.com/legal>. In such a case, Repetry 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 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 Refund and Payment Policy means consent to such changes and/or additions.

## **How to Contact Us**

If you have a question about this Refund and Payment Policy, 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)