

TERMS OF USE EDUINDUSTRY

Effective since: 15.04.2024

PLEASE READ THESE TERMS OF USE CAREFULLY. USING REPETRY 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 AND PAYMENT 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**”, “**Repetry**”), and you as Student or Tutor (“**you**”, “**your**”, “**User**”) in regard to usage and access to Repetry website <https://repetry.com> and app “Repetry”(“**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 Repetry.

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 Repetry.

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, Repetry 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 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 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 [Sign Up] 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> or download the app Repetry from the App Store or Google Play in order to use Services. You must also create an Account on Platform to access Services.

As a Student or Tutor, Repetry 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. REPETRY 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.

You are accountable for acquiring and covering the costs of any equipment and Internet service required to access Services. Platform or Services may be modified, paused, or terminated entirely at any time and for any reason without prior notice. Additionally, Platform might experience

intermittent unavailability due to maintenance or issues with computer equipment or other factors. Periodically, we may grant access to third-party services, products, or our offerings. You recognize that Platform is continually evolving and that the form and characteristics of Services may undergo changes periodically without notification.

Account Registration

You must set up Account on Platform to use all of Repetry'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.

You acknowledge that safeguarding your Account credentials from unauthorized use is your responsibility, and you are liable for all activity conducted under those Account credentials. You agree to promptly inform us if you suspect or become aware of any unauthorized use of your Account credentials, enabling us to take appropriate action. We bear no responsibility for any loss, damage, or expenses from failing to secure your Account credentials.

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 in violation of the determined minimum age requirements hereunder, 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.

You are prohibited from:

- creating more than two Accounts (one as a Tutor and one as a Student) to access Platform;
- disclosing your Account credentials to any third party;
- transferring your Account to any third party;
- renting, reselling, or remarketing Platform or granting access to Services to any third party.

When registering an Account on Platform, we may collect specific personal data directly from you. However, if you create your Account using a third-party service (such as Facebook (see <https://uk-ua.facebook.com/>), Google (see <https://www.google.com.ua/>), etc.), please be aware that we may collect personal data about you from that third-party service (such as your username or user ID linked to that third-party service). By creating an Account via a third-party service, you authorize us to collect the necessary personal data to authenticate your Account with the third-party service provider.

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 AND PAYMENT POLICY OF EDUINDUSTRY](#) 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 Repetry, 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. Without any limitations, based on the consideration of claims regarding the quality of rendered Lessons we may lower Tutor's rating, temporarily/or completely remove Tutor Profile from the search on Platform, limit access, or delete Tutor Profile.

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.

Repetry will communicate with you via email, regular mail, or post messages on Platform unless otherwise stated hereunder. Users agree to receive communications from us electronically, acknowledging that these communications fulfill any legal requirement for written communication. The communication will be deemed received when sent to the email address provided in your Account or when posted on Platform. It's your responsibility to keep your email address updated in your Account and to check Platform for updates regularly. Failure to respond to an email from Repetry regarding a violation, dispute, or complaint within 2 business days may result in the termination or suspension of your Account, following applicable legal rules. To opt out of specific Repetry communications, please email us at support@repery.com. You can also adjust notification preferences in your Account to modify the types and frequency of communications you receive.

User Complaints

In the event User wishes to file a complaint about Services, he/she should contact Repetry at support@repery.com with the subject line "Formal Complaint" ("**Complaint**"), providing detailed information about the issue. Repetry will acknowledge receipt of the Complaint and proceed to investigate the matter. Upon receiving the Complaint, Repetry's support team will internally investigate, considering the significance and complexity of the raised issue(s). If the Complaint involves a specific Repetry employee or contractor, another representative will handle the investigation. Repetry will communicate its findings and, if applicable, propose a solution to the User in response to the Complaint.

Lessons

Tutor and Student may decide on the specifics of Lessons that Students need via Messenger. Users conduct Lessons using third-party services, particularly Google meet (see <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.

Lesson Recording

You acknowledge and consent that, on occasion, Repetry may capture videos of your Lessons. This recording is solely for the purpose of maintaining the quality of Services. These recordings will not be distributed externally, utilized for individual targeting, or employed for sales, marketing, or promotional endeavors. By utilizing Services, you consent to and agree to the gratuitous, unsolicited, and unrestricted use of such recordings. You acknowledge that Repetry may utilize these recordings without any fiduciary or other obligations and without providing additional compensation. You hereby assign us an exclusive, perpetual, worldwide, fully transferable, sublicensable, revocable, royalty-free license to use, modify, copy, make any other actions with the recordings of Lesson(s) we provided, to the extent that you are a co-author of Lesson(s) recordings as the intellectual property object unless otherwise agreed by Users and

Repetry. If you wish to opt out of having your Lessons recorded or request the removal of existing recordings, you can do so by contacting support@repetry.com.

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 <https://support.apple.com>), Google Pay (see <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 terms on the applied Repetry fee and Payment management service fee charged from the Cost of Lesson are determined in the [REFUND AND PAYMENT POLICY OF EDUINDUSTRY](#) and other documents governing the legal relationship between Users and EduIndustry.

The collection of fees and Users' payment information will be processed 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/>). 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 retains Cost of Lesson(s) that Student paid until the conducting of Lesson by Tutor will be confirmed by Student 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), and then transfers Tutor fee to Tutor.

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, Public agreement with Tutors of EduIndustry and Refund and Payment Policy of EduIndustry.

Feedback and Rating

We welcome Student evaluations of Tutors who conducted Lesson(s). Therefore, Users acknowledge and agree to Repetry's creation of a composite rating based on comments and reviews provided by other Users. 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 consent to being evaluated by Students based on various criteria recommended by Repetry. Repetry provides its automatic feedback and rating system as a Platform for Users to express their opinions publicly. You may be held legally responsible for damages suffered by other Users or third parties due to remarks if they are deemed legally defamatory by a court. Repetry assumes no legal responsibility for any feedback or comments posted on Platform by Users or third parties, even if such information is defamatory. You agree to promptly report any violations or misuse of our rating and feedback system by contacting us.

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

Users acknowledge and consent that we may offer Users a platform to provide feedback, suggestions, and ideas regarding Services or Platform ("**Feedback**"). By submitting any Feedback, Users grant us written consent to utilize their Feedbacks to enhance and promote Services. Users agree that providing Feedback is voluntary, unsolicited, and unrestricted, and it does not impose any fiduciary or other obligations upon us. We are free to use Feedback without any additional compensation to Users, and we may disclose Feedback on a non-confidential basis or otherwise to anyone. Additionally, by accepting Feedback, Repetry does not waive any rights to use similar or related ideas previously known to us, developed by our employees, or obtained from other sources. Users consent to us utilizing Feedback you provide in any manner, including future enhancements and modifications to Services. Notwithstanding anything to the contrary contained herein, Users hereby assigns us perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to utilize, reproduce, alter, create derivative works from, distribute, and showcase Feedback in any way, for any purpose, in any existing or future media, software, or technology, without any obligation to credit or compensate Users or any third party.

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 Repetry;
- 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 Repetry 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 Repetry'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 Repetry and/or third parties;
- engage in any other behavior that violates the rights of Repetry 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.

REPETRY AND USERS RELATIONS

By providing Services, Repetry functions as an on-demand intermediary connecting Students and Tutors and granting them tools to facilitate tutoring. You acknowledge and agree that Repetry operates as a technology services provider, not an online tutoring service or a language learning school. Repetry does not assume the role of an employer or customer for any User unless a separate, signed, written respective contract exists between the User and Repetry. Users may utilize Services solely for rendering and receiving tutoring services, subject to this Agreement. Consequently, Repetry holds no liability for any taxes or withholdings, such as unemployment insurance, employer's liability, workers' compensation insurance, social security, or payroll withholding tax, related to your use of Services. It is your sole responsibility to comply with all applicable tax regulations associated with your use of Services. You agree to indemnify Repetry for any claims, payments, fines, or other tax obligations incurred by Repetry due to your failure to meet relevant tax or other regulatory obligations. In every instance of using Platform, Users operate as independent contractors, not as employees, agents, franchisees, or servants of Repetry or any other entity. Therefore, you bear sole responsibility for all expenses incurred by you or your organization. You are prohibited from acting as an employee, agent, or representative of Repetry or entering into any contracts on behalf of Repetry. No User is entitled to participate in any Repetry benefits or benefit plans, including vacation time, group medical or life insurance, disability, profit-sharing, retirement benefits, or any other benefits offered to Repetry employees.

In the capacity of Tutors as independent contractors, each Tutor determines their availability and frequency of tutoring services to Students. Tutors maintain control over the methods, materials, content, and all aspects of their tutoring services. The Services enable Tutors to create tutoring services tailored to specific subjects for a specified number of hours. It's the responsibility of Students to select a Tutor suitable for their learning objectives and assess each Tutor's self-reported credentials, education, experience, and feedback from other Students. Each Tutor can accept or decline tutoring requests and continue or terminate tutoring relationships with Students. Tutors are encouraged to offer tutoring services to others or engage in other work (as

independent contractors, employees, or otherwise), provided that such activities comply with Agreement.

ADVERTISEMENT

Repetry can showcase advertisements sponsored by third parties on Platform. Your engagements or transactions with advertisers other than Repetry, such as purchasing goods or services, are exclusively between you and the advertiser. Repetry holds no responsibility or liability for any losses or damages arising from such interactions and including non-Repetry advertisers on Platform. We can display advertisements on external websites to promote Services.

Under no circumstances should any mention of a third party or their product or service imply Repetry's approval of that third party or their offerings. Repetry neither endorses, warrants, nor guarantees any product or service provided by a third party nor engages in or supervises any transactions with third-party providers of products or services. As with any purchase made through any channel or environment, you must exercise caution and prudence.

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 Repetry 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, "**Repetry IP**"). You are not allowed to copy, distribute, use, or publish any portion of Repetry 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 Repetry. 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 direct, indirect, special, incidental, consequential, or exemplary damages, losses, or additional expenses incurred by you or any third parties relating thereto, in particular, arising from the use, inability to use, unauthorized access to or use or misuse of Platform or any information contained therein, regardless of whether such damages are based on;
- 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. Any website accessed from Platform that Repetry does not operate is independent, and Repetry has no authority over the content of such websites. The use of any third-party website is governed by its terms of service and privacy policy. We advise Users to exercise caution and discretion when utilizing third-party websites.

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

Users acknowledge that Repetry's overall cumulative liability related to this Agreement, Platform, Services, the Repetry content, or any listings or services, whether arising from contract, tort, or any other legal basis, shall not exceed the total amounts, if any, that you as the User have paid to Repetry for Services within the preceding 3 months, to the maximum extent permitted by applicable law.

Any claims brought by either you or Repetry must be pursued in that party's individual capacity and not as a plaintiff or member of any purported class or representative action.

EXPORT CONTROL

To comply with the applicable export control regulations (in particular, the laws prohibiting the export of certain products, services, downloadable software, and data to specific persons, territories, and foreign states), it is not allowed for Users in the following areas to access all or certain parts of Platform:

- Iran;
- Sudan;
- Cuba;
- Syria;
- North Korea;
- Russia;
- Belarus;
- Temporarily occupied territories of Ukraine;
- Any other country or region-restricted by law.

Depending on your location, you may encounter an IP or payment purchase block when attempting to enroll in or otherwise access Platform.

Applicable Law

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

Disputes with Repetry

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 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