

Updated: November 7, 2022

PREPLY TERMS OF SERVICE

Please read these Terms of Service (hereinafter - the “**Terms**”) carefully before using the Preply Platform and/or Services (as defined below). If you do not accept these Terms in their entirety, including the agreement to arbitrate on an individual basis any claims between you and Preply, Inc. (referred to as “**Preply**”, “**we**”, and “**us**”), a corporation registered and organized under the laws of the state of Delaware, you must not access or use the Preply Platform.

1. GENERAL INFORMATION

1.1. Terms of Service

These Terms describe the terms and conditions applicable to your access and use of the website, located at www.preply.com, and its sub-domains (the “**Website**”), related mobile device application, and software (collectively with the Website, the “**Preply Platform**”).

Use of the Services is subject to these Terms and any other rules or policies published on the Website or otherwise made available to you by Preply.

You understand that by creating an account on the Preply Platform, you enter into a legally binding contract with Preply with effect from this date and indicate your unconditional acceptance of these Terms.

These Terms, as well as Refund and Payment Policy, Privacy Policy, Cookies Policy, and any service-specific terms as made available in the [Legal Center](#), are legally binding agreements governing the relationship between Preply and any User (as defined below) or visitor of the Preply Platform. As a User or a visitor of the Preply Platform, the collection, use, and sharing of your personal data are subject to the [Privacy Policy](#) and [Cookie Policy](#), as may be amended from time to time.

1.2. Preply Services

You may access and use the Preply Platform as: (i) a registered user seeking online language teaching and tutoring services by using the Preply Platform or other tools made available by Preply (the “**Student**”); (ii) a registered user providing online language teaching and tutoring services via the Preply Platform or other tools made available by Preply (the “**Tutor**”); or (iii) a visitor of the Website, including the [Preply Blog](#).

Throughout these Terms, “**you**” or “**your**” may refer as applicable to the Student, the Tutor, or a visitor accessing or using any of our Services (each the “**User**”).

Preply services include access to the Preply Platform for Students and Tutors, to connect for online language teaching and tutoring services, facilitation of payments between Students and Tutors, and customer support and related services (the “**Services**”). Preply does not provide language teaching and tutoring services. All available teaching and tutoring services on the Preply Platform are provided according to the services' specific terms outlined in the Legal Center.

You are responsible for obtaining and paying for any equipment and Internet service necessary to access the Services. We may alter, suspend, or discontinue the Preply Platform or the Services in whole or in part, at any time and for any reason, without notice. The Preply Platform may also

become unavailable periodically due to maintenance or malfunction of computer equipment or other reasons. We may provide access to third party services and products from time to time or to our own products or Services. You acknowledge that the Preply Platform is evolving and that the form and nature of the Services may change from time to time without notice to you.

1.3. Amendments to these Terms

We reserve the right to amend or modify Terms at any time, by posting a revised version on the Website and by notifying you through the Preply Platform, or via the email address associated with you in case of material change hereto. The latest version is published on this page.

We encourage you to check this page regularly. If you do not agree with the amendments to these Terms, you have the right to terminate these Terms by discontinuing your use of the Services and providing a termination notice to Preply or deleting your account. By continuing to use the Services following the amendment of these Terms, you consent to be bound by the Terms as amended.

2. OBLIGATIONS

2.1. Services Eligibility

Services are available only to and may only be used by individuals who are 18 years and older and who can form legally binding contracts under applicable law. Individuals under the age of 18 but not younger than the age of 13 can use our Services only in conjunction with and under the supervision of a parent or a legal guardian. The parent or the legal guardian shall at all times be responsible for any and all activities related to the use of the Services by the aforementioned individuals.

You agree and confirm that you will not allow any individual younger than the age of 13 to use the Services.

2.2. Verification

Preply may request a Tutor to provide a government-issued ID (passport, driver's license, etc.) and the documents confirming the claimed educational credentials (educational background documents, such as diplomas, certificates, etc.). The Tutor will be asked to upload a copy of the Tutor's government-issued ID and their educational document(s). As a Tutor passes the verification procedure, a special badge is added to the Tutor's profile, and the uploaded copies of the documents get deleted from our servers.

Preply does not endorse or make any representations or warranties regarding the accuracy, completeness, and reliability of any information provided by the Tutor within the verification procedure.

Preply cannot confirm that each User is who they claim to be. You agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. Neither Preply nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the Services. Preply, its affiliates, and licensors will not be

liable for any claim, injury, or damage arising from or in connection with your use of the Services.

2.3. Consumer Reports

Preply may or may not utilize third-party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications (“**Consumer reports**”). Preply does not endorse or make any representations or warranties regarding the reliability of such Consumer reports or the accuracy, timeliness, or completeness of any information in the Consumer reports. Preply does not independently verify information in the Consumer reports.

You hereby consent to Preply collecting, using, and disclosing the information in the Consumer reports. You understand and agree that Preply may, in its sole discretion, review and rely on the information in the Consumer reports in deciding whether to suspend or terminate a User account or to investigate a complaint about a User, but that Preply shall not be responsible or liable in any way in the event that any information in the Consumer reports about any person, including without limitation any User, is not accurate, timely or complete. Users who are the subject of Consumer reports may contact the third-party consumer reporting agency to dispute such information's accuracy, timeliness, or completeness. Preply reserves the right to suspend and/or terminate a User account based on the information in the Consumer reports or for any other reason at Preply's sole discretion.

2.4. Privacy

You may use the Preply Platform without providing personally identifiable information. When using the Services, you may be requested to provide your personal data. To learn more about our privacy practices, please refer to [Preply Privacy Policy](#).

2.5. Payment

Payment processing on the Preply Platform is provided by third-party payment processors including, but not limited to Braintree, PayPal, Stripe, Skrill, Payoneer, and TransferWise, allowing us to:

- (a) bill the Students in lieu of directly processing your credit/debit card information;
- (b) enable payouts to the Tutors.

For the avoidance of doubt, payment made by the Student to Preply shall satisfy the Student's obligation with respect to the payment to the Tutor for the tutoring services provided via the Preply Platform.

Please review the additional payment terms as specified in the [Refund and Payment Policy](#).

More details on the security of your payment and billing information may be found in our [Privacy Policy](#).

We use third-party payment processors Braintree PayPal and Stripe to bill you as Students in lieu of directly processing your credit/debit card information and PayPal, Skrill, Payoneer, and TransferWise to enable payouts to the Tutors. Please read more on how the security of your payment and billing information is handled in our [Privacy Policy](#).

For the avoidance of doubt, payment made by the Student to Preply shall satisfy the Student's obligation with respect to the payment to the Tutor for the tutoring services provided via the Preply Platform.

We also use third-party payment processors (PayPal, Skrill, Payoneer, TransferWise) to enable payouts to the Tutors.

Please check the additional payment terms specified in the [Refund and Payment Policy](#).

2.6. Refund

Preply strives to ensure a clear understanding of the financial relations between Students and Tutors with respect to the Services we provide. Please check our [Refund and Payment Policy](#) to find out more about how we handle refunds. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

3. RIGHTS AND LIMITS

3.1. Your Right to Use the Preply Platform

In case you are a Student, Preply hereby grants you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Preply Platform solely for your non-commercial personal use.

In case you are a Tutor, Preply hereby grants you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Preply Platform solely for the provision of the tutoring services to the Students.

You agree not to view, copy, or procure content or information from the Preply Platform by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the Preply Platform (except as may be a result of the standard search engine or Internet browser usage) unless formally authorized by Preply under separate written agreement.

You agree not to inquire about the engagement of or to engage Tutors to complete assignments, write papers, take quizzes, or otherwise do work on your behalf. Further, you agree not to use the Services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.

No Preply materials made available to you as part of the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without Preply's prior written permission or as expressly provided in these Terms.

You may not share or transfer your account credentials with any third party.

Preply may impose reasonable limits on your scope of access to the Preply Platform, including limits on time or volume of information accessed or devices used to access the Preply Platform, to prevent unauthorized third-party use of the Services.

All rights not expressly granted herein are reserved.

3.2. Your Account

Certain of our Services are reserved for registered users only. To become a registered user, you must create a Student or Tutor account on the Preply Platform. You agree that you are responsible for protecting your account credentials from unauthorized use, and you are responsible for all activity that occurs under those account credentials. You agree to notify us immediately if you believe that any of your account credentials have been or may be used without your permission so that appropriate action can be taken.

You may use the Website and its features without being a registered user. This shall not preclude the application of these Terms and other Preply's rules and policies applicable to your use of the Website, including but not limited to when you interact with the Website.

You may not (i) create more than two accounts (one as a Tutor and one as a Student) to access the Preply Platform, (ii) share your account credentials with any third party, or (iii) transfer your account to any third party. Preply is not responsible for any loss or damage caused by or expense incurred by you as a result of your failure to safeguard your account credentials. You agree that you shall not rent, resell, or remarket the Preply Platform or provide access to the Services to any third party.

When you create an account on Preply, we may collect certain personal data directly from you, or if you create your account using a third-party service (Facebook, Google, Apple), we may collect personal data about you from the third-party service (your username or user ID associated with that third-party service). By choosing to create an account using a third-party service, you authorize us to collect the personal data necessary to authenticate your account with the third-party service provider.

You may select a profile photo or connect your Google or Facebook account to be displayed within your Student account. Please be advised that the provision of your photo is not obligatory to use our Services. You may edit your account at your sole discretion. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#).

When you create a Tutor account, it is obligatory to provide your profile photo and the video introduction.

You may edit your account at your sole discretion. Adding more details to your Tutor account may help you get the most out of your use of the Services, for instance, find more Students. Therefore, it is your choice whether to include additional information within your account or not, such as country, language skills, education, and work experience. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#).

3.3. Direct Interactions

Preply does not take part in direct interactions between Students and Tutors except when we consider it advisable:

- (a) to ensure compliance with these Terms;
- (b) to improve our Services; or
- (c) as stated in our [Refund and Payment Policy](#).

Preply does not have control over the services provided by the Tutors, any reviews or ratings provided by the Students, or any User acts and omissions.

3.4. Representations and Warranties

Tutor-Specific Representations

If you use the Services as a Tutor:

- (i) you will provide the tutoring services in accordance with these Terms, [Tutor-specific guidelines](#), and other policies set forth by Preply and made available to you via email or by posting on the Website;
- (ii) you will provide the tutoring services in accordance with laws and regulations applicable in the state or country where you are providing the tutoring services;
- (iii) you are solely responsible and fully liable for any violation of any local laws and regulations that apply to your provision of the tutoring services;
- (iv) you will provide the tutoring services with reasonable care and skill and in accordance with generally recognized practices;
- (v) you have obtained all registrations, certifications, licenses, and other documentation that are required in the applicable jurisdiction for providing the tutoring services. It is your obligation to maintain the validity of all aforementioned documentation;
- (vi) you will not provide tutoring services to the Students outside of the Preply Platform, receive payments from the Students directly, or encourage or solicit payment from the Student directly or through any channels other than those provided by Preply;
- (vii) you acknowledge and agree that Preply may advertise tutoring services that you provide via the Preply Platform without any additional payment or obligation to you;
- (viii) you acknowledge and agree that Preply may improve the video you provided for your account. The improvements can be made by editing the video, adding the Preply logo to the video, improving the quality of sound in the video, and publishing the video on Preply social media accounts with adding the description and link to the Tutor's profile.

Student-Specific Representations

If you use the Services as a Student:

- (i) you agree to honor the commitments you make to the Tutor via the Preply Platform;
- (ii) you agree that you will not circumvent or manipulate the fee structure, the billing process, or fees owed to Preply or the Tutor; and
- (iii) you agree to use good faith efforts to interact with the Tutors.

3.5. Tutors' Introduction Video and Profile Photo

Tutors grant Preply the rights to use Tutor's introduction video, name, and profile photo for marketing, advertising, or promotional purposes, including but not limited to publishing on social media channels, video hosting, and streaming services, such as YouTube, Vimeo, Facebook, or others, as to ensure accessibility and visibility to the Students.

You may always request to remove any introduction videos published on social media channels, video hosting, and streaming services by writing to support@preply.com.

3.6. Tutors' Ranking

Preply uses many pieces of information in order to show the Student the Tutors that best match the Student's preferences. The order in which Tutors are displayed depends on a number of factors including, but not limited to, the following:

- the subject the Student is searching for;
- the country of the Student;
- the Student's preferred language on the Preply Platform;

- the time zone of the Student;
- the overlap in standard business hours between the Tutor and Student's time zones;
- the overall availability of time slots on a Tutor's calendar;
- the past performance of a Tutor in helping their Students achieve their learning goals;
- the Tutor profile information, including its completeness and the quality of the profile photo and introduction video;
- how responsive the Tutor is to the Students' messages;
- the Student reviews and ratings;
- Student's learning history on the Preply Platform.

3.7. User Complaints

If a User has a complaint about Services, they should contact Preply at complaint@preply.com with the subject line 'Formal Complaint' (the "**Complaint**"), providing as much detail as possible about the Complaint. Preply shall respond to the User confirming receipt and shall investigate the matter. Upon receiving the Complaint, Preply customer support shall investigate the Complaint internally, taking into account the importance and complexity of the issue or issues raised.

If the Complaint relates to a specific Preply employee, another Preply representative will help with the investigation in their place.

Preply shall respond to the User with its findings in response to the Complaint, and, where applicable, with a suggested solution.

3.8. Lesson Recording

You acknowledge and agree that, from time to time, Preply may record videos of your lessons. This recording is intended solely for the purpose of ensuring the quality of the Services. Recordings will not be shared externally, used for individual targeting, or used for any sales, marketing, or other promotional purposes.

By using the Services, you agree and give consent for such recordings that is gratuitous, unsolicited, and without restriction. You agree that Preply may use these recordings without fiduciary or other obligation and without any additional compensation.

You may opt out of any recordings of your lessons or request to remove any existing recordings by writing to support@preply.com.

3.9. Referral Program

The Students (henceforth the Student Referrer) and the Tutors (henceforth the Tutor Referrer) may invite another individual who is not, and has never been, a registered user of the Preply Platform (henceforth the Referee) with a referral link. Clicking on this referral link entitles the Referee to a discount on their initial purchase via the Preply Platform.

Referral links are only valid for and may be redeemed by the Referee to whom they are sent. We reserve the right to terminate any accounts found in violation and remove any credits or referral bonuses accumulated in breach of these Terms or Promotional terms with or without notice.

Discounts and referral bonuses eligibility is determined by Preply at its sole discretion, and we

reserve the right to revoke a discount or referral bonus if we determine you are not eligible. The eligibility requirements and other conditions will be disclosed when you sign-up for the Services or as otherwise communicated to you by Preply.

Students

The Student Referrer will be entitled to receive a discount when the Referee makes their initial purchase using the discount from the referral link. The discount amount for the Student Referrer and the Referee is subject to change.

Credits are valid only for booking lessons on Preply, are not redeemable for cash, and may not be resold. Credits will be valid for 180 days from the Referrer's most recent log-in date. If the Referrer has not logged in for 180 days, all credits will expire and will no longer be recoverable.

Tutors

The Tutor Referrer will be entitled to receive a referral bonus for every purchase the Referee makes. The referral bonus can be withdrawn as cash. The referral bonus amount for the Tutor Referrer and Referee is subject to change.

3.10. Limits

While using the Services, you agree to abide by the [User Code of Conduct](#).

4. PREPLY CONTENT

Users have a personal, non-transferable, non-exclusive right to use the Preply Content of the Preply Platform subject to these Terms. The “**Preply Content**” means all information, text, images, data, links, or other material accessible through the Preply Platform, whether created by us or provided by a third party on or through the Preply Platform. The Content may contain typographical errors, other inadvertent errors, or inaccuracies. We reserve the right to make changes to the Preply Content without obligation to issue any notice of such changes. You may view, copy, download, and print the Preply Content that is available on or through the Preply Platform, subject to the following conditions:

- (a) The Preply Content is available solely for your personal use. No part of the Preply Platform or the Preply Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose;
- (b) The Preply Content may not be modified;
- (c) Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on the Preply Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Preply Platform or any Preply Content, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of the Preply Content.

5. USER-GENERATED CONTENT

The “**User-generated Content**” means all comments, remarks, information, feedback, text, photographs, links, data, images, video, music, or other material that you or any User post to

any part of the Preply Platform or provide to Preply, including such content or information that is posted as a result of surveys.

We are not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in the User-generated Content submitted for public display through the Preply Platform. We do not prescreen information posted online. We are acting as a passive conduit for such distribution and may not be responsible for the User-generated Content. Any opinions, advice, statements, services, offers, or other information in the User-generated Content expressed or made available by Users are those of the respective author(s) or distributor(s) and not of Preply. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User-generated Content. You are responsible for ensuring that the User-generated Content submitted to the Preply Platform is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secrets, or other intellectual property rights, or any other harm resulting from your use, uploading, posting, or submission of the User-generated Content to the Preply Platform.

We have the right, but not the obligation, to randomly monitor, edit or remove any User-generated Content submitted on or through the Preply Platform at any time.

If you believe that your intellectual property rights have been infringed, please submit your complaint to legal@preply.com. You may report all types of intellectual property claims, including, but not limited to, copyright, trademark, and patent claims. We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

Lobbying. Federal law restricts lobbying activities by tax-exempt organizations. “Lobbying” includes certain activities intended to influence legislation. The User-generated Content does not constitute lobbying by Preply but may constitute lobbying by you or an organization you represent. You are responsible for complying with any applicable lobbying restrictions.

6. LINKS TO THIRD-PARTY WEBSITES

The Preply Platform may contain links to non-Preply websites. These links are provided to you as a convenience and/or ancillary to the Services, and Preply is not responsible for the content of any linked website. Any non-Preply website accessed from the Preply Platform is independent from Preply, and Preply has no control over that website’s content. In addition, a link to any non-Preply website does not imply that Preply accepts any responsibility for the content or use of such a website. Use of any third-party website is subject to its terms of service and privacy policy. We request that the Users exercise caution and good judgment when using third-party websites.

7. ADVERTISEMENT

Preply may run advertisements and promotions sponsored by third parties on the Preply Platform. Your correspondence or business dealings with, or participation in promotions of advertisers other than Preply found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. Preply is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Preply advertisers on the Preply Platform.

Preply may display advertisements on non-Preply websites to promote the tutoring services you provide via the Preply Platform and help you generate more Student leads.

8. NO IMPLIED ENDORSEMENTS

In no event shall any reference to any third party or third-party product or service be construed as an approval or endorsement by Preply of that third party or of any product or service provided by a third party. Preply does not endorse, warrant, or guarantee any product or service offered by any third party and will not be a party to or in any way monitor any transaction involving any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising caution and good judgment.

9. RELATIONS BETWEEN PREPLY AND USERS

Providing the Services Preply is acting as an on-demand intermediary connecting Students and Tutors and providing the tools to facilitate the tutoring services. You acknowledge and agree that Preply is a technology services provider that does not provide online tutoring services or functions as a language learning school.

Preply does not serve as an employer of any User unless separately subject to a signed, written employment contract signed by both the User and Preply. Users may use the Services only for the provision and receipt of the tutoring services subject to these Terms.

As such, Preply will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, workers' compensation insurance, social security, or payroll withholding tax in connection with your use of Services. You are solely responsible for adhering to all applicable tax regulations that may apply in connection with your use of the Services. You hereby agree to compensate Preply for all state fees, claims, payments, fines, or other tax liabilities that Preply will incur in connection with the obligations arising from applicable tax or other regulations not being met by you.

In all cases of use of the Preply Platform, Users are acting as independent contractors and not as Preply's or any other party's employee, agent, franchisee, or servant. Accordingly, you will be solely responsible for all costs incurred by you or your organization. You may not act as an employee, agent, or representative of Preply nor bind any contract on behalf of Preply. Where, by implication of mandatory law or otherwise, you shall be deemed an employee of Preply, you hereby agree to waive any claims against us that may arise as a result of a such implied employment relationship. No User is entitled to participate in any Preply vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Preply to its employees.

The Services provide connection to Tutors who are willing to be engaged by Students as independent contractors. As independent contractors, each Tutor decides when and how often the Tutor will be available to provide the tutoring services to Students. Each Tutor controls the methods, materials, content, and all aspects of the tutoring services. The Services allow Tutors to create subject-specific tutoring services, for a certain number of hours.

Students are responsible for selecting the Tutor suitable for their learning goals. Students should check each Tutor's self-reported credentials, education, and experience, as well as reviews from other Students. Each Tutor has the sole discretion to accept or decline a request for the tutoring services, as well as continue or discontinue a tutoring relationship with any Student.

Tutors may and, in fact are expected to perform the tutoring services for others or do other types of work (either as an independent contractor or employee or other) while these Terms are in effect, including with Preply's competitors if desired, provided that such other activities do not result in the Tutor's violation of the Terms.

10. ASSIGNMENT

You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without Preply's written consent. These Terms shall be binding and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees, and assigns.

11. FEEDBACK

You acknowledge and agree that we may provide you with a mechanism to provide feedback, suggestions, and ideas about the Services or the Preply Platform (the "**Feedback**").

By submitting any Feedback, you provide us a written consent to use your Feedback for the improvement and promotion of the Services. You agree that submitting a Feedback is gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation and that we are free to use the Feedback without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone.

You further acknowledge that, by accepting your Feedback, Preply does not waive any rights to use similar or related ideas previously known to Preply, or developed by its employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancement and modifications to the Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, or without it in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

12. REVIEWS

You acknowledge and agree that Preply may calculate a composite rating based on comments and reviews left by other Users. Tutors agree to be rated by Students along several criteria, as suggested by Preply. Preply provides its automatic feedback and rating system as a means through which Users can express their opinions publicly, and Preply does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Preply's attention. You may be held legally responsible for damages suffered by other Users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. Preply is not legally responsible for any feedback or comments posted or made available on the Preply Platform by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Support.

13. NOTIFICATIONS

Unless you otherwise indicate in writing, Preply will communicate with you by email, regular mail or by posting communications on the Preply Platform. You consent to receive communications from us electronically, and you agree that these electronic communications

satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to Preply within your account or when we post such communication on the Preply Platform. You should keep your email address updated in your account and regularly check this Website for postings. If you fail to respond to an email message from Preply regarding the violation, dispute, or complaint within 2 (two) business days, we will have the right to terminate or suspend your account. All notices to Preply intended to have a legal effect concerning these Terms must be in writing and delivered either in person or by means evidenced by a delivery receipt to the following address: 1309 Beacon St., Suite 300, Brookline, MA 02446.

To stop receiving specific communications from Preply, please, submit a notification to us by email at support@preply.com in order to change the types and frequency of such communications, you may also change notification preferences in your account.

14. TERMINATION

Other than Tutors, we may terminate any User's access to the Preply Platform in our sole discretion, for any reason and at any time, with or without prior notice. It is our right to terminate Users who violate these Terms, as deemed appropriate in our sole discretion.

We may terminate a Tutor's use of the Services (i) immediately for failure to comply with the Terms, including [User Code of Conduct](#), which considers a material breach of the agreement; (ii) for other cause, including, but not limited to, sexual or other unwelcome harassment, threats or intimidation, fraud, falsification of documents or qualifications; or (iii) upon 30 days' advance written notice for any reason.

We may also delete or restrict access to or use of all related information and files. Preply will not be liable to Users or any third party for any modification, suspension, or termination of the Service, or loss of related information.

In case Preply suspends or terminates your account due to the breach of these Terms or any of Preply policies, you understand and agree that you shall receive no refund or compensation for any unused funds or scheduled lessons/classes, or loss of any content or information associated with your account. In addition to the aforementioned, Preply is entitled to withhold any funds remaining on your account as liquidated damages.

In case you haven't logged into your Preply account for more than 180 days your account will be suspended, and your remaining balance will expire.

Even after your right to use the Services has been terminated or suspended, these Terms will remain enforceable against you.

15. INTELLECTUAL PROPERTY RIGHTS

All intellectual property in the design and layout of the Preply Platform and the material and information published on the Website pages or within the Preply Platform functionality belongs to and is vested in Preply or its licensors. You may not copy any part of the Preply Platform or otherwise do anything in relation to any part of the Preply Platform. You may not otherwise use or reproduce any of the Preply Platform or the material contained within it in any manner other than those listed above without first obtaining the prior written permission of Preply.

Unless otherwise noted, all Preply Content contained on the Preply Platform is the property of

Preply and/or its affiliates or licensors and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. The service marks and trademarks of Preply, including without limitation Preply and the Preply logos are service marks owned by Preply, Inc. Any other trademarks, service marks, logos, and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner.

You may not link or frame to any pages of the Website or any Preply Content contained therein, whether in whole or in part, without prior written consent from Preply. You may like or follow Preply or share links to the Website via social networking technology referenced on the Website. Any rights not expressly granted herein are reserved.

16. COPYRIGHT INFRINGEMENT. DMCA NOTICE

Since we respect content owner rights, it is Preply's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that any materials on our Services infringe your copyright, you may request that they be removed. Please notify Preply's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, your request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

- (i) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identification of the copyrighted work that you claim has been infringed;
- (iii) Identification of the material that is claimed to be infringing and where it is located on the Website;
- (iv) Information reasonably sufficient to permit Preply to contact you, such as your address, telephone number, and email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- (vi) A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent: Attn: DMCA Notice Preply, Inc.

Address: 1309, Beacon St., Suite 300, Brookline, MA 02446. Email: legal@preply.com

Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorney's fees.

Please note that this procedure is exclusively for notifying Preply and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Preply's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable laws, Preply may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17. CONFIDENTIALITY

You may obtain direct access via the Services to certain confidential information of Preply, its affiliates or Users, including but not limited to personally identifiable information, technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential (“**Confidential Information**”). You agree to hold Confidential Information in strict confidence and not use the Confidential Information except for the purposes set forth in these Terms and not disclose such Confidential Information to any third party. All right, title and interest in the Confidential Information remains with Preply, its affiliates and its Users. No obligation is imposed upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from Preply, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) is disclosed in response to a valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Preply adequate to afford Preply the opportunity to object to the disclosure.

18. DISCLAIMER OF WARRANTY

Use of the Services is entirely at your own risk. Preply disclaims all liability in connection with any interactions, correspondence, transactions, and other dealings that you have with any third parties, including without limitation Students or Tutors found on or through the Preply Platform (including on or via linked websites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, services, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Under no circumstances will we be liable for any loss or damage caused by your reliance on the information in any content on the Preply Platform. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through the Preply Platform.

You acknowledge that the Preply Platform and all Services, text, images, and other information on or accessible from the Preply Platform are provided "as is" and are based in part on listings provided by Tutors, which are not verified by Preply, and that any tutoring services, listings or other content acquired through the use of the Preply Platform are at your sole risk and discretion. Preply and its affiliates and licensors are not liable or responsible for any results generated through the use of the Services. We provide no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, Preply does not warrant that: (i) the information available on the Preply Platform is free of errors; (ii) the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by the Preply Platform will be uninterrupted, secure, or free of errors; (iii) defects will be corrected, or (iv) the Preply Platform or the server(s) that makes it available are free of viruses or other harmful components. Neither Preply nor its affiliates or licensors is responsible for the conduct, whether online or offline, between Users.

In addition, notwithstanding any feature a Student may use to expedite Tutor selection, each Student is responsible for selecting their Tutor and negotiating a contract, and Preply does not

warrant any goods or tutoring services purchased by a Student and does not recommend any particular Tutor. Preply does not provide any warranties or guarantees regarding any Tutor's professional accreditation, registration, or license.

Preply expressly disclaims any liability or claims that may arise between Users of its Services. You are solely responsible for your interactions with all other Users and any disputes that arise from those interactions with other Users. Preply is not obliged but may attempt to assist in resolving disputes between Users.

19. LIMITATION OF LIABILITY

(a) Disclaimer. In no event shall Preply be liable to any User of the Preply Platform or any other person or entity for any direct, indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of use, inability to use, unauthorized access to or use or misuse of the Preply Platform or any information contained thereon, whether based upon warranty, contract, tort (including negligence) or otherwise, even if has been advised of the possibility of such damages or losses.

(b) Limitation. You agree that Preply's total cumulative liability in connection with these Terms, the Preply Platform, the Services, the Preply Content, or any listing or services whether in contract, tort, or otherwise, shall not exceed the amounts, if any, you paid to Preply for the Services in the then-prior three months.

(c) Waiver of Class Action. Any claims brought by you or Preply must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

20. EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

21. INTERNATIONAL

The Preply Platform may be accessed from countries other than the United States. The Preply Platform and the Services may contain products or references to products that are only available within the United States and U.S. territories. Any such references do not imply that such products will be made available outside the United States.

If you access and use the Preply Platform outside the United States, you are responsible for complying with all applicable local laws and regulations.

We make no representation that information on the Preply Platform is appropriate or available for use outside the United States. Those who choose to access the Preply Platform from outside the United States do so on their own initiative and at their own risk.

22. EXPORT CONTROL

The laws of the United States of America prohibit the transmission, export, and re-export of certain products, services, downloadable software, and data (technical data) to particular persons, territories, and foreign states. Nothing from the Services may be exported, in any way,

in violation of United States law.

The United States export control regulations prohibit U.S. businesses, such as Preply, from offering services to users in specific sanctioned regions.

In order to comply with these regulations, it is not allowed for users in the following areas to access all or certain parts of the Preply Platform:

- Iran,
- Sudan,
- Crimea,
- Cuba,
- Syria,
- North Korea,
- Temporary occupied territories of Donetsk and Luhansk oblast of Ukraine,
- Any other country or region restricted by law (as may be changed from time to time).

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

23. LIQUIDATED DAMAGES

Preply and a User hereto acknowledge and agree that the funds that may be withheld under Section 14 of these Terms shall constitute liquidated damages and not penalties and are in addition to all other rights of Preply in case of the breach of these Terms. Preply and a User further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified in the abovementioned section bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any material breach of the agreement by a User (iii) one of the reasons for Preply and a User reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages.

24. INDEMNIFICATION

By using the Services, you agree to indemnify, hold harmless and defend Preply and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services, including but not limited to (a) acts and/or omissions on or off the Preply Platform; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the Preply Platform; (c) breach of these Terms; (d) disputes with or between other Users; (e) use and/or misuse of the Preply Platform, including without limitation any information, content and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (j) User information and any acts or omissions with respect to such User information; (k) use of any information in third-party reports; (l) use of third-party payment processors; and/or (m) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the Preply Platform. You further agree that you will cooperate as requested by Preply

in defense of such claims. Preply reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of Preply without the written consent of Preply.

In the event that you have a dispute with any User, you hereby release Preply (and its officers, directors, agents, investors, subsidiaries, employees, contractors, and any other third parties related to the Services) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown, arising out of or in any way related with such disputes.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

25. DISPUTE RESOLUTION

Any dispute arising out of consumer claims shall be finally resolved by individual arbitration before a single arbitrator is conducted in the English language in Delaware, USA, under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

All disputes arising out of or relating to these Terms shall be finally resolved by individual arbitration. The arbitration will be conducted in Delaware, USA, except that a User residing in the US may elect to have the arbitration conducted at a location of Preply’s choice no more than 160 kilometers from the User’s residence. The individual arbitration must be before a single arbitrator is conducted in English under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

Any arbitration under these Terms will be between an individual User and Preply. To the fullest extent permitted by applicable law, and except as expressly provided below, you and Preply expressly waives any entitlement to resolve disputes in court or on a class, collective, or representative basis. You and Preply shall appoint as sole arbitrator a person mutually agreed by you and Preply or, if you and Preply cannot agree within thirty (30) days of either party’s request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party.

The parties shall bear equally the cost of the arbitration except (a) to the extent prohibited by applicable law; (b) that if the arbitrator determines that costs unique to arbitration (i.e., filing, administration, and arbitrator’s fees) would preclude a User from asserting a claim in arbitration, the arbitrator may require Preply to pay a greater share of such costs unique to arbitration; and (c) the prevailing party shall, to the extent permitted or required by applicable law, be entitled to an award of reasonable attorneys’ fees and costs incurred in connection with the arbitration in such an amount as may be determined by the arbitrator.

All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, the application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Preply shall be entitled to seek temporary injunctive relief, security, or other equitable remedies from the United States District Court for the District of Delaware or any other court of competent jurisdiction.

26. GOVERNING LAW

These Terms shall be governed by the laws of the State of Delaware, USA, excluding the United Nations Convention on Contracts for the International Sale of Goods; the 1974 Convention on the Limitation Period in the International Sale of Goods; and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980; provided, however, that to the fullest extent permissible under law the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern Section 25 of these Terms (entitled Dispute Resolution).

27. NON-SOLICITATION

Without limitation, the Services may not be used to solicit for any other business, website, or service. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to the Service facilitated through Preply without express written permission from Preply.

You may not use the Service to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of Preply.

28. HEADINGS

The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

29. ENTIRE AGREEMENT. SEVERABILITY

These Terms, together with any amendments and any additional agreements you may enter into with Preply in connection with the Services, shall constitute the entire agreement between you and Preply concerning the Services. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

30. CONTACTS

For additional information and in case you have any questions about these Terms, please contact support@preply.com.