

*Updated: August 8, 2022*

## **SKILLDIZER TERMS AND CONDITIONS OF SERVICE**

Welcome to Skilldizer!

Our Terms of Service have been updated. Therefore, please, read these Terms of Service carefully before using the Website and/or Services. If you do not accept these Terms of Service, including the agreement to arbitrate on an individual basis any claims between you and Skilldizer, please, do not use the Website and do not click "Sign up as a student/tutor" (or similar) or otherwise use the Services.

### **1. GENERAL INFORMATION**

#### **1.1. Terms of Service**

These Terms of Service (hereinafter - the "**Terms**") describe the terms and conditions applicable to your access and use of the website and the website software related mobile device application made available through or in connection with the "Services". The Skilldizer website means [www.skilldizer.com](http://www.skilldizer.com), and its sub-domains (the "**Website**") and is an online platform intended to be used by students (and/or their parents) and tutors in connection with the Services.

Use of the Services of Skilldizer (as defined above) is subject to these Terms of Service (the "**Terms**") and any other rules or policies that are published on the Website that apply to specific activities in which you participate (for example, Skilldizer Enterprise or Student competitions).

You agree that by using Services and providing the respective consent, you are agreeing to enter into a legally binding contract with Skilldizer and indicate your unconditional acceptance of these Terms, on your own behalf and, if you are a Parent or Company, on behalf of the Student represented by you who uses our Services.

You are entering into these Terms with Skilldizer LLC. (Referred to as "Skilldizer", "we" and "us"), a corporation registered and organized under the laws of the state of Colorado. These Terms, as well as the [Refund and Payment Policy](#), [Privacy Policy](#), and [Cookies Policy](#) are legally binding agreements governing relationship between Skilldizer and any User or visitor of the Website and Services.

As a User or a visitor of our Services, the collection, use and sharing of your personal data is subject to the [Privacy Policy](#), [Cookies Policy](#) and the respective updates. For more information about when, where, and why we collect personal data, how we use it, the conditions under which we may disclose it to others, your rights in respect of your personal data, please refer to our [Privacy Policy](#).

#### **1.2. Services of Skilldizer**

You may be accessing and using the Website, Service and Software of Skilldizer as (i) a Student, (ii) a Parent, (iii) a Tutor, (iv) a Company or (v) a visitor simply using the functionality, and/or reviewing the content, that is publicly available on the Website. Throughout these Terms "you" or "your" may refer as applicable to the Student, the Parent,

each Tutor and Company accessing or using any of our Services (each the "**User**").

Our platform allows students ("**Students**") and their parents/legal representatives/legal guardians ("**Parents**") and companies enrolled in Skilldizer Enterprise ("**Companies**") searching for tutors, and tutors ("**Tutors**") searching for Students, to connect for and deliver and pay for or receive payment for online and one-to-one lessons. The "**Services**" include the Website and any Skilldizer related mobile device application, other services and features available through the Software.

### **1.3. Skilldizer Enterprise**

Companies may be enrolled in Skilldizer Enterprise, whose Employees (aka Students) will use the Services with the aim to connect with the Tutors for online and one-to-one lessons of languages learnings on our online platform.

Companies can easily track Employees' (Students') completed lessons, add, or remove Employees (Students), control, refill or shift their balances through the Dashboard.

Companies enrolled in Skilldizer Enterprise are provided with a report, which is displayed on the Dashboard to monitor their Employees' (Students) language learning performance.

### **1.4. Amendments to these Terms**

We reserve the right to change these Terms from time to time for any reason by posting of the updated Terms to our Website with indication of the modification date at the top of this page. Please check this page to ensure that you're happy with any changes. The additional notifications on any amendments will be sent to your email. By continuing to use the Services following amendment of these Terms, you consent to be bound by the Terms as amended.

## **2. OBLIGATIONS**

### **2.1. Services Eligibility**

Skilldizer Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use our Services only in conjunction with and under the supervision of a Parent. In this case, the Parent is responsible for any and all activities of the student.

## 2.2. Verification

As part of the Services, we attempt to verify Tutors' ID (passport, driver's license etc.) and claimed educational credentials (educational background documents, as diplomas, certificates etc.). The Tutor has to upload a copy of the Tutor's ID and educational document(s). As a Tutor passes a verification a special Badge applies to the Tutor's profile and the uploaded copies of documents get deleted from our servers.

We do not control and are not responsible for any information provided by any Tutor with the aim of such verification. Furthermore, we do not endorse or make any representations or warranties regarding the reliability of the verification or Tutors themselves.

Skilldizer 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 all of the risks associated with any online or offline interactions with other Users.

While we use good faith efforts to confirm that each Tutor on our Website is a legitimate instructor, we are not able to provide any assurances regarding the trustworthiness of Tutors and the information they provide via our website. 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 persons whom you don't know. Neither Skilldizer nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the Services. Skilldizer and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the Services.

Skilldizer 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**"). Skilldizer 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. Skilldizer does not independently verify information in the consumer reports.

You hereby consent to Skilldizer collecting, using, and disclosing the information in the consumer reports. You understand and agree that Skilldizer may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a User or to investigate a complaint about a User, but that Skilldizer 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 service provider to dispute the accuracy, timeliness, or completeness of such information. Skilldizer reserves the right to suspend and/or terminate User based on information in the consumer reports or for any other reason in Skilldizer's sole discretion.

## 2.3. Privacy

You may use the Website without providing personally identifiable information. To use the Services, we may require provide us consensually your personal data. Please refer to our [Privacy Policy](#) for additional information on our practices for handling, processing, and securing user's personal data. When you choose to register for or participate in Services or

other events in relation to the Services, you agree that you will provide accurate, complete, and up to date personal data as requested on the screens that collect information from you.

## **2.4. Payment**

We use third party payment services (Tap Payment, PayPal, Payoneer, TransferWise) to bill you, as Students, through an online account payment in lieu of directly processing your credit/debit card information. Please read more about the privacy security in our [Privacy Policy](#). These payment services are enabling your transfer and receipt of funds as payment for Services provided on the Website. If you make payments via our website or through any related service, you agree that your activities are subject to our additional payment terms specified in the [Refund and Payment Policy](#).

We also use third party payment services (Tap Payment, PayPal, Payoneer, TransferWise) for making the payouts for Tutors, and those payment services process such transactions, please check additional payment terms specified in the [Refund and Payment Policy](#).

## **2.5. Refund**

Skilldizer strives to ensure clear understanding of financial relations between Students and Tutors with respect to the Services we provide. In case you are not satisfied with the Services or any other reason applicable you may be eligible for a refund in accordance with the terms outlined in the [Refund and Payment Policy](#) on the Website. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

Companies using Skilldizer's Services are not eligible for refunds. Funds may be reallocated between Company employees (Students) if a Company deems an employee no longer eligible for Skilldizer's Services, or in the case where a Company Employee (Student) elects to change tutors.

## **3. RIGHTS AND LIMITS**

### **3.1. Your License to Skilldizer**

In case you are a Student, Skilldizer hereby grants to you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Services and the Software solely for your non-commercial, personal use and subject to the policies and restrictions that we post on our Website from time to time.

In case you are a Tutor, Skilldizer hereby grants to you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Services and the Software solely for the delivery of your personal services to your clients (i.e. Students) and subject to the policies and restrictions that we post on our Website from time to time.

You agree not to view, copy, or procure content or information from the Website and Software 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 Website and Software (except as may be a result of standard search engine or Internet browser usage), unless formally authorized by Skilldizer under separate written

agreement.

No materials from the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without Skilldizer's prior written permission or as expressly provided in these Terms.

Where you purchase a subscription or a license to access the Services, you may not share that subscription or license with others.

Skilldizer may impose reasonable limits on your scope of access to the Services, including limits on time or number of information accessed or devices used to access such Services, to prevent unauthorized third-party access to or 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 on our website. To become a registered user you must register on our Website for login credentials to be provided or enabled by Skilldizer ("Login Credentials") based on the type of access applicable to your use of the Website (whether Student or Tutor). You agree that you are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs under those Login Credentials. You agree to notify us immediately if you believe that any of your Login Credentials have been or may be used without your permission so that appropriate action can be taken.

You may not (i) create more than two accounts (one as a Tutor and one as a student) to access the Website, (ii) share your Login Credentials with any third party nor (iii) transfer your account to any third party. Skilldizer is not responsible for any loss or damage caused by, or expense incurred by you because of, your failure to safeguard your Login Credentials. You agree that you shall not rent, resell, or remarket the Website, or provide access to the Services to any third party. We are not responsible for losses or damage caused by your failure to safeguard your login and password. Skilldizer may terminate any Login Credentials in its sole discretion; You will not be entitled to create a new account to access the Website if your prior Login Credentials have been terminated by Skilldizer.

Upon registering for our Services an account for Students may automatically be created for you. You may select a profile photo or insert a link to your account on Google+ or Facebook to display with your account information. Please be advised that provision of your photo is not an obligatory term to use our Services. You may edit your account with additional information at your sole discretion. Additional information may help you to get more from the Services, for instance, finding a necessary tutor. At the same time, you are not required to provide additional information, not specifically necessary for the registration, it is your choice. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#).

Upon registering for our Services, a profile for Tutors is automatically created for you. Please be advised that provision of your photo and video introduction is an obligatory term to use our Services. You may edit your profile with additional information at your sole discretion. Additional information may help you to get more from the Services, for instance, finding students. At the same time, you are not required to provide additional information, not specifically necessary for the registration. Therefore, it is your choice whether to include additional data to your profile, 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**

Skilldizer 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](#).

Skilldizer does not have control over transactions between Users except as stated in our [Refund and Payment Policy](#). Skilldizer does not control Tutor Package provided by Tutors, any reviews or ratings provided by Users, nor of the actions or omissions whatsoever of any User.

Students acknowledge and agree that Services are provided for the purpose of facilitating learning, not cheating. You agree not to inquire about the hiring of or to hire Tutors to complete assignments, write papers, take quizzes, or otherwise do work on your behalf. Further, you agree not to use Services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.

### **3.4. Representations and Warranties**

#### *Tutor-Specific Representations.*

If you utilize the Services as a Tutor, (i) You represent and warrant that for each provided Tutor Session or a Tutor Package you have the right to provide services contained in such Tutor Session or a Tutor Package for the purposes of these Terms and that you are capable of fulfilling any offers contained in such Tutor Session or a Tutor Package; (ii) You warrant that you will keep all your Tutor Packages up to date on the Website by notifying Skilldizer of any changes that would affect the accuracy of such Tutor Packages; (iii) You hereby grant to Skilldizer and its Users, the right to view and distribute your Tutor Packages without restriction and you acknowledge that your Tutor Packages may be widely disseminated and viewed by large numbers of people; (iv) You acknowledge and agree that Skilldizer may display advertisements on the Services in connection with your Tutor Packages without any payment obligation to you; (v) You acknowledge and agree that Skilldizer may improve the video that You provided for your profile on the Website, the improvements can be made by cutting the video to a specific size, adding the Skilldizer logo on the video, improving the quality of sound in the video,

publishing the video on the Skilldizer channel with adding the description and link to the Tutor's profile; (vi) You agree to use good faith efforts to provide Students a professional-quality tutoring experience; (vii) you are legally eligible to provide tutoring in the jurisdiction where you provide tutoring; (viii) you have complied and will comply with all laws and regulations that are applicable to you; and (ix) you operate an independent enterprise with respect to which you have obtained all business licenses and permits necessary to legally provide tutoring services.

#### *Student-Specific Representations.*

If you utilize the Website as a Student or Parent, (i) You agree to honor the commitments you make to the Tutor via the Website; (ii) You agree that you will not circumvent or manipulate our fee structure, the billing process, or fees owed to Skilldizer or the Tutor; fail to deliver payment for items purchased by you from the Tutors; and (iii) You agree to use good faith efforts to interact with Tutor online for the Tutor Sessions.

### **3.5. Tutors' Introduction Video and Profile Picture**

Tutors grant Skilldizer the rights to use Tutor's Introduction video, name, and profile picture for marketing, advertising, or promotional purposes. Skilldizer may publish Tutor's Introduction videos and profile pictures to our official channels in third-party social media advertising system, video hosting and streaming services, such as YouTube, Vimeo, Facebook or others, as to ensure accessibility and visibility to Skilldizer students regardless of location.

You may always request to remove any Introduction videos published to our official channels in third-party social media, video hosting and streaming services by writing to [support@skilldizer.com](mailto:support@skilldizer.com).

### **3.6. Tutors' Ranking**

Skilldizer uses many pieces of information in order to show the Tutors that best match a Student's preferences to a Student. The order in which Tutors are displayed depends on a number of factors including, but not limited to, the following - in no particular order:

- the subject the Student is searching for:
- the country of the Student.
- the language that a Student is viewing the Website in.
- the time zone of the Student.
- the overlap in working 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 to achieve their learning goals.
- the quality and completeness of a Tutor's profile, including their Introduction video.
- how responsive a Tutor is to Students messages.
- the Student reviews of Tutor's lessons.
- the Students rating of individual lessons.
- prior learning history of a Student on the Website.

### **3.7. Lesson Recording**

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

By using Skilldizer services, you agree and give consent for such recordings that is gratuitous, unsolicited, and without restriction. You agree that Skilldizer 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@skilldizer.com](mailto:support@skilldizer.com).

### **3.8. Referral Program**

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

Referral links are valid only for the user to whom they are sent and may only be redeemed by the Referee to whom they are sent. We reserve the right to terminate any accounts found in violation and remove any Skilldizer Credits or Referral Bonus accumulated in violation of these Terms with or without notice.

#### *Students*

The Student Referrer will be entitled to receive a discount in the form of Skilldizer Credits 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.

Skilldizer Credits are valid only in exchange for lessons taken on Skilldizer and may not be exchanged for cash. Skilldizer Credits will be valid for 180 days from the most recent log in date of the Referrer. If the Referrer has not logged in for 180 days, all Skilldizer Credits will be expired, 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.

By clicking on the referral link the Referee grants Skilldizer with the right to process referee's personal data according to our [Privacy Policy](#).

### **3.9. Limits**



While using the Services, you agree that you will:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, tax laws etc.
2. Provide accurate information to us and keep it updated.
3. Use the Services and Website in a manner that is lawful, relevant, and proper to the applicable laws.

Any use of the Website that Skilldizer, in its sole discretion, found inappropriate and/or offensive may result in suspension and/or termination of a User with or without notice.

While using the Services, you agree that you shall not manipulate the price of any goods or services offered within the Services, in any manner. Furthermore, you shall not disrupt or otherwise interfere in any way with any other User's use of the Services. By accessing our Services or any chat room, online discussion forum, or other Service provided through our Website that allow Users to communicate to other Users ("Public Areas").

You agree to be abided by the following standards of conduct and You agree that You will not, and will not authorize or facilitate any attempt by another person to use our Website to:

1. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Skilldizer.
2. Circumvent or manipulate our fee structure, the billing process, or fees owed to Skilldizer or the Tutor; fail to deliver payment for items purchased by you, unless the Tutor of such Tutor Package has materially changed the package's description, a clear typographical error is made, or you cannot reach the Tutor.
3. Fail to deliver Tutor Packages purchased from you, unless the Student or Parent fails to meet the posted terms, or you cannot reach the Student or Parent.
4. Manipulate the price of any item or interfere with other Users' Listings.
5. Use a name or language that Skilldizer, in its sole discretion, deems offensive.
6. Post false, inaccurate, misleading, defamatory, or libelous content (including personal data).
7. Post hateful or racially or ethnically objectionable Content.
8. Post Content which infringes another's copyright, trademark or trade secret.
9. Advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered through the Service.
10. Post unsolicited advertising or unlawfully promote products or services.
11. Take any action that may undermine the feedback or ratings system when it becomes available (such as displaying, importing or exporting feedback information from the Website or using it for purposes unrelated to Skilldizer).

Harass, threaten or intentionally embarrass or cause distress to another user, person or entity.

1. Impersonate another person.
2. Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
3. Exploit children under 18 years of age.
4. Engage in disruptive activity such as sending multiple messages in an effort to monopolize your position.
5. Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.

6. Introduce viruses, worms, Trojan horses and/or harmful code to the Website.
7. Obtain unauthorized access to any computer system through the Website.
8. Transfer your Skilldizer account (including feedback) and Login Credentials to another party without our consent.
9. Harvest or otherwise collect information about Users, including email addresses, without their consent.
10. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 18 years of age).
11. Solicit personal data from children under 18 years of age.
12. Violate any federal, state, local, or international law or regulation.
13. Encourage conduct that would constitute a criminal or civil offense.

All submissions made to Public Areas will be public, and Skilldizer will not be responsible for the action of other Users with respect to any information or materials posted in Public Areas.

#### **4. WEBSITE CONTENT**

Users have a personal, non-transferable, non-exclusive right to access and use the Content of this Website subject to these Terms. The "Content" means all information, text, materials, images, data, links, software, or other material accessible through the Website or Services, whether created by us or provided by another person for display on the Website or through the Services. The Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes. You may view, copy, download, and print Content that is available on this Website or through the Services, subject to the following conditions:

- a. The Content may be used solely for internal informational purposes. No part of this Website or its 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 Content may not be modified.
- c. Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, through the use of framing or otherwise, 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 material displayed on this Website.

#### **5. CONTENT SUBMITTED BY USERS**

We are not responsible or liable for the conduct of Users or for views, opinions and statements expressed in Content submitted for public display through our Website. We do not prescreen information posted online. We are acting as a passive conduit for such distribution and may not be responsible for Content. Any opinions, advice, statements,

services, offers, or other information in Content expressed or made available by Users are those of the respective author(s) or distributor(s) and not of Skilldizer. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such Content. You are responsible for ensuring that Content submitted to this Website 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 secret, or other intellectual property rights, or any other harm resulting from Your uploading, posting or submission of Content to this Website.

We have the right, but not the obligation, to randomly monitor Content submitted to our Website through an online discussion forum or chat room, to determine compliance with these Terms and any other applicable rules that we may establish, as well as for the purpose of Services' improvement. We have the right in our sole discretion to edit or remove any material submitted to or posted through this Website. Without limiting the foregoing, we have the right to remove any material that Skilldizer, in its sole discretion, finds to be in violation of these Terms or otherwise objectionable, and You are solely responsible for the Content that You post to this Website.

If you believe that your intellectual property rights have been infringed, please submit your complaint to [legal@skildizer.com](mailto:legal@skildizer.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. Content posted by Users does not constitute lobbying by Skilldizer but may constitute lobbying by You or an organization that You represent. You are responsible for complying with any applicable lobbying restrictions.

## **6. LINKS TO THIRD-PARTY WEBSITES**

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

## **7. ADVERTISEMENT**

We will not include your content in advertisements for the products and services of third parties to others without your separate consent.

Skilldizer may run advertisements and promotions from third parties on the Website. Your correspondence or business dealings with, or participation in promotions of advertisers other than Skilldizer found on or through the Website, 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. Skilldizer 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- Skilldizer advertisers on the Website.

## **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 Skilldizer of that third party or of any product or service provided by a third party. Likewise, a link (including without limitation external websites that are framed by the Services as well as any advertisements displayed in connection therewith) to any third-party website does not imply that we endorse or accept any responsibility for the content or use of such a website. Skilldizer does not endorse, warrant, or guarantee any product or service offered by any third party through an online discussion forum or chat room accessible through this Website 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 appropriate judgment and caution.

## **9. SCOPE OF SERVICE**

Skilldizer maintains this Website as a service to the user community that visits the Website subject to these Terms. You are responsible for obtaining and paying for any equipment and Internet service necessary to accessing our Services. We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without notice. The Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for 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 Website and any mobile applications are evolving and that the form and nature of the Website or mobile applications, including the Services, may change from time to time without notice to you.

## **10. RELATIONS BETWEEN SKILLDIZER AND USERS**

The Services are not an employment service and Skilldizer does not serve as an employer of any User unless separately subject to a signed, written employment contract signed by both the User and Skilldizer. Users may use Skilldizer Services only for the purpose of to provide tutoring to or receive tutoring from other Users using the Services and subject to these Terms.

As such, Skilldizer 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 or Users' services. You understand and agree that if Skilldizer is found to be liable for any tax or withholding tax in connection with your use of Users' services, then you will immediately reimburse and pay to Skilldizer an equivalent amount, including any interest or penalties thereon.

In all cases of use of this Website, Users are acting as independent contractors and not as Skilldizer'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 shall not hold yourself

out as having authority to make contracts or promises on behalf of Skilldizer. No User is entitled to participate in any Skilldizer vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Skilldizer to its employees.

The Services provide connection to Tutors who are willing to be engaged by Students and Parents or Companies as independent contractors. As independent contractors, each Tutor decides when and how often the Tutor will be available to provide tutoring to Students (except that inactivity for 180 consecutive days may result in deletion of a Tutor's account). Each Tutor controls the methods, materials, content, and all aspects of the Tutor's lessons. Any sample tutoring packages or instructional materials that may be made available to Tutors are for a Tutor to review or not review and to use or not use in the Tutor's sole discretion. The Services allow Tutors to create subject-specific tutoring packages for certain number of hours that may occur over a number of tutoring sessions (each session individually a "Tutor Session," collectively the "Tutor Package"). Students are responsible for selecting the right Tutor for their needs. Students should review and investigate each Tutor's self-reported credentials, education, and experience, as well as reviews from other Parents and/or Students. All tutoring sessions should be supervised by a responsible adult. Each Tutor has the sole discretion to accept or decline or continue or discontinue a tutoring relationship with any Student.

As independent contractors, a Tutor may, at the Tutor's own expense, employ or engage the services of such employees, subcontractors, partners, or agents, as the Tutor deems advisable to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of Skilldizer, and the Tutor shall be wholly responsible for the performance and conduct of the Assistants and for compliance with all laws applicable to any Assistants.

Tutors may and in fact are expected to perform 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 Skilldizer's competitors if desired, provided that such other activities do not require Tutor to violate the Terms.

## **11. ASSIGNMENT**

You may not assign or transfer these Terms in whole or in part to any third party. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees, and permitted assigns.

## **12. FEEDBACK**

You acknowledge and agree that we may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services (the "**Feedback**") and public feedback from Users with whom you have transacted.

Feedback regarding Skilldizer. By submitting any Feedback you provide us a written consent to use your Feedback in improvement and promoting 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 submission, Skilldizer does not waive any rights to use similar or related ideas previously known to Skilldizer, 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 our 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.

**Feedback Regarding Users.** You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that Skilldizer may calculate a composite feedback number based on these individual ratings. Tutors agree to be rated by Students along several criteria, as determined by Skilldizer. Skilldizer provides its automatic feedback and rating system as means through which Users can express their opinions publicly, and Skilldizer 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 Skilldizer's attention. You may be held legally responsible for damages suffered by other Skilldizer Users or third parties because of these remarks if a court finds that these remarks are legally actionable or defamatory. Skilldizer is not legally responsible for any feedback or comments posted or made available on this Website 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 Service.

### **13. NOTIFICATIONS**

Unless you otherwise indicate in writing, Skilldizer will communicate with you by email, regular mail or by posting communications on this Website. 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 Skilldizer on this Website, or when we post such communication on this Website. You should keep your email address updated on this Website, and you should regularly check this Website for postings. If you fail to respond to an email message from Skilldizer regarding violation, dispute, or complaint within 2 (two) business days, we will have the right to terminate or suspend your use of Services. All notices to Skilldizer 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: 188 Grand Street, Unit #193, New York, NY 10013.

To stop receiving specific communications from Skilldizer, please, submit a notification to us by email at [support@skilldizer.com](mailto:support@skilldizer.com) to change the types and frequency of such communications.

### **14. TERMINATION**

Other than Tutors, we may terminate any User's access to our Website in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate Users

who violate these Terms, as deemed appropriate in our sole discretion.

We may terminate Tutor's use of the Services(a) immediately for failure to comply with the Terms; (b) for other cause, including, but not limited to, sexual or other unwelcome harassment, threats or intimidation, fraud, falsification of documents or qualifications; or (c) upon 30 days' advance written notice for any reason.

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

You may delete your account/profile at any time. In case you are not using your Skilldizer account or profile for more than 180 (one hundred eighty) days following the last payment (and held no lessons (no scheduled and no confirmed for the last 180) and/or received no payment), it will be considered expired and gets deactivated and your remaining balance will be expired. Any remaining balance will be irreversibly lost and nonrefundable.

Companies enrolled in Skilldizer Enterprise whose Employees (Students) have not used their Skilldizer account for more than 180 (one hundred eighty) days following the last payment (and held no lessons (no scheduled and no confirmed for the last 180) and/or received no payment) will have their balance expired. Any remaining balance will be irreversibly lost and nonrefundable.

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

## **15. INTELLECTUAL PROPERTY RIGHTS**

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

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such pages. No other use is permitted. Skilldizer reserves all of its statutory and common law rights against any person or entity who violates this paragraph.

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## **16. COPYRIGHT INFRINGEMENT. DMCA NOTICE**

Since we respect content owner rights, it is Skilldizer'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 Skilldizer'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:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work that you claim has been infringed.
3. Identification of the material that is claimed to be infringing and where it is located on the Website.
4. Information reasonably sufficient to permit Skilldizer to contact you, such as your address, telephone number, and email address.
5. 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.
6. 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 Skilldizer LLC.

Address: 188 Grand Street, Unit #193, New York, NY 10013

. Email: [legal@skilldizer.com](mailto:legal@skilldizer.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 Skilldizer and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Skilldizer'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, Skilldizer 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 there is any repeat infringement.

## **17. CONFIDENTIALITY**

You may obtain direct access via the use of the Services to certain confidential information of Skilldizer, 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 Skilldizer, 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 Skilldizer, 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) 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 Skilldizer adequate to afford Skilldizer the opportunity to object to the disclosure.

## **18. DISCLAIMER OF WARRANTY**

Use of the Services is entirely at your own risk. Skilldizer disclaims all liability in connection with any interactions, correspondence, transactions, and other dealings that you have with any third parties, including without limitation Students, Parents or Tutors found on or through the Website (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 information in any content on this Website. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, or other content available through this Website.

You acknowledge that the Website and all Services, text, images, and other information on or accessible from this Website are provided "as is" and are based in part on listings provided by tutors, which are not verified by Skilldizer, and that any tutor packages, listings, or other content acquired using the Website is at your sole risk and discretion. Skilldizer and its affiliates and licensors are not liable or responsible for any results generated using the Website. 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, Skilldizer does not warrant that: (i) the information available on this Website is free of errors; (ii) the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by this Website will be uninterrupted, secure, or free of errors; (iii) defects will be corrected, or (iv) this Website or the server(s) that makes it available are free of viruses or other harmful components. Neither Skilldizer nor its affiliates or licensors is responsible for the conduct, whether online or offline, between users.

In addition, notwithstanding any feature a Student or Parent may use to expedite Tutor selection, each Student or Parent is responsible for selecting their Tutor and negotiating a contract and Skilldizer does not warrant any goods or services purchased by a Student or Parent and does not recommend any particular tutor. Skilldizer does not provide any warranties or guarantees regarding any tutor's professional accreditation, registration, or license.

Skilldizer 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. Skilldizer is not obliged but may attempt to assist in resolving disputes between Users.

## **19. LIMITATION OF LIABILITY**

(a) Disclaimer. In no event shall Skilldizer be liable to any user of this Website 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 the use, inability to use, unauthorized access to or use or misuse of the Website 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 Skilldizer's total cumulative liability in connection with these Terms, the Website, the Software, the Services, the Content, or any listing or services whether in contract, tort, or otherwise, shall not exceed the amounts, if any, you paid in commissions to Skilldizer for the Services in the then- prior three months.

(c) Waiver of Class Action. Any claims brought by you or Skilldizer 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**

This Website may be accessed from countries other than the United States. This Website 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 this Website outside the United States, you are responsible for complying with all applicable local laws and regulations.

We make no representation that information on this Website is appropriate or available for use outside the United States. Those who choose to access this Website 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.

United States export control regulations prohibit U.S. businesses, such as Skilldizer, 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 our Website:

- Iran,
- Sudan,
- Crimea,
- Cuba,
- Syria,
- North Korea.
- Russia

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

## **23. INDEMNIFICATION**

By using the Services, you agree to indemnify, hold harmless and defend Skilldizer 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 Website; (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 Website; (c) breach of these Terms; (d) disputes with or between other Users; (e) use and/or misuse of the Website, 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 processing services; (m) use of phone support services; and/or (n) 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 Website. You further agree that you will cooperate as requested by Skilldizer in the defense of such claims. Skilldizer 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 Skilldizer without the written consent of Skilldizer.

If you have a dispute with one any User/s, you hereby release Skilldizer (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.”

## **24. DISPUTE RESOLUTION**

Any dispute arising out of consumer claims shall be finally resolved by individual arbitration before a single arbitrator 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 Tutor, residing in the US, may elect to have the arbitration conducted at a location of Skilldizer’s choice no more than 160 kilometers from the Tutor’s residence. The individual arbitration must be before a single arbitrator conducted in the English language under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

Any arbitration under these Terms will be between an individual User and Skilldizer. To the fullest extent permitted by applicable law, and except as expressly provided below, you and Skilldizer expressly waives any entitlement to resolve disputes in court or on a class, collective or representative basis. You and Skilldizer shall appoint as sole arbitrator a person mutually agreed by You and Skilldizer or, if You and Skilldizer 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 Tutor from asserting a claim in

arbitration, the arbitrator may require Skilldizer 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, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Skilldizer 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.

## **25. GOVERNING LAW**

These Terms shall be governed by the laws of the State of Colorado, 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 24 of these Terms (entitled Dispute Resolution).

## **26. 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 Skilldizer without express written permission from Skilldizer.

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 Skilldizer.

## **27. 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.

## **28. ENTIRE AGREEMENT. SEVERABILITY**

These Terms, together with any amendments and any additional agreements you may enter with Skilldizer in connection with the Services, shall constitute the entire agreement between you and Skilldizer 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.

## **29. CONTACTS**

For additional information and in case you have any questions about these Terms, please contact [legal@skilldizer.com](mailto:legal@skilldizer.com).