



Service Agreement

Last updated: October 13, 2023

AllRight.com (the “Platform”), an online learning platform, that connects English language teachers with Students, is provided by All Right Limited, a company duly incorporated and registered under the laws of Cyprus with the registered address at 67 Kennedy Avenue, Athienitis Kennedy Park, 4th Floor, Office 401, 1076 Nicosia, Cyprus, its affiliates and counterparties (All Right, “we”, the “Company”, the “Service Provider”).

By creating an account of the Teacher within the Platform you confirm your unconditional acceptance of the terms and conditions of the present Service Agreement and enter into the contract with the Company as an individual using the Platform for the provision of teaching services to the Students (“you”, the “Teacher”).

Other terms used in this Service Agreement and not defined herein shall have the meaning attributed to them in the Terms of Service or other legal documents incorporated by reference into the Terms.

The Terms of Service, including all documents incorporated in them by reference, applicable to all users of the Platform, as well as this Service Agreement, including all schedules, appendices, annexes, and addendums (if applicable), together constitute the agreement between the Company and the Teacher and are referred to collectively herein as the “Agreement”. In case of any conflict or inconsistency between the Terms of Service and this Service Agreement, the Service Agreement shall prevail.

1. General Terms

Under the terms and conditions stipulated herein, the Company shall provide the Teacher with the following services (the “Services”):

- access to the Platform which includes comprehensive language learning infrastructure, supporting materials, methodological support, and tools for facilitating payments made by Students in favor of the Teacher;
- limited, non-exclusive, non-transferable, non-sublicensable worldwide license to use all the intellectual property objects the Platform comprises, including Materials as defined below, exclusively for the teaching services provision within the Platform.

The Teacher undertakes to use the Platform exclusively for providing services of distance foreign language teaching to third-party individuals (Students) and pay the Service fee to the Company as stipulated hereunder.

2. Relationship of the Parties

Providing the Services All Right is acting as an on-demand intermediary connecting Students and Teachers and offering tools to facilitate teaching services. You acknowledge and agree that All Right is an intermediary Service Provider that does not render online teaching services or function as a language learning school.

According to the present Agreement, the Teacher is an independent counterparty and not an employee, agent, franchisee, servant, or partner of the Company. The Teacher shall use the Platform only to provide services to Students. You as the Teacher may not bind any contract on behalf of All Right. Where, by implication of mandatory law or otherwise, you shall be deemed an employee of All Right, you hereby agree to waive any claims against us that may arise from such implied employment relationship.

As an independent counterparty, you decide when and how often you will be available to provide teaching services to Students while following the Rules of Service and Code of Conduct obligatory for all users of the Platform. Each Teacher controls the methods, materials, content, and all aspects of the teaching services. You have the sole discretion to accept or decline a request for the teaching services, as well as continue or discontinue a teaching relationship with any Student.

3. Obligations of the Parties

Except for all other obligations implied in the text of this Agreement, the Parties have agreed on mutual fulfillment of the following obligations.

The Company is obliged to:

- Provide IT infrastructure in the form of a Platform for the convenient conduct of distance teaching services;
- Provide customer and methodological support, manuals, and training on how to exploit the Platform most effectively. All these features of the Platform are offered on a demand basis as needed by the Teacher from time to time;
- Contribute its best efforts for attracting potential Students to the Platform, advertise and promote the Platform, the trademark All Right, and related services.

The Teacher shall:

- Adhere to requirements of the User Agreement, Services Rules and Code of Conduct, and other legal documents made available to him/her by the Service Provider;
- Ensure technical requirements requested for the satisfactory use of the Platform;
- Keep updated personal and payment information within his/her account on the Platform.

4. Payment Terms and Tax Issues

The Company facilitates settlements between Students and Teachers by providing payment methods via the Platform, collecting payments due to the Teachers, and making periodic payouts to their bank or card accounts. The Teacher's services are charged to Students through the Platform based on the rates indicated in the Teacher's profile.

4.1. **Service fee.** The Service fee is determined for each Teacher individually as a percentage of accumulated payments due to the Teacher at the rate from 40% up to 65% depending on his/her experience, education

credentials, duration of the Platform use, the number of Students involved by the Teacher, and a discount system, if any.

- 4.2. **Payouts.** The Company undertakes to process the payments due to the Teacher two times per month based on the information specified in the Platform's database regarding the scope of the teaching services provided by the Teacher. The Platform's database is updated every two weeks, and after that, the due payout is to be made within 30 days. The Platform shall calculate the payments due to the Teacher after deducting the Service fee and all out-of-pocket administrative, operational, and other expenses for facilitating the online teaching services by the Teacher. Payments shall be made via the bank transfer to the Teacher's bank or card account, Ecommpay account, or other e-payment systems available for both the Teacher and the Platform.

The payouts are usually made in EURO, USD, or UAH depending on the Teacher's place of residence. The Service Provider may make payouts in another currency available on its accounts on the payment day. The Company shall use the exchange rate (available here <https://www.google.com/finance/>) on the date that precedes the calculation date to calculate the equivalent of the amount due in the payment currency.

If the payout amount due to the Teacher for the payment period is lower than the sum equivalent to USD 50, his/her payout shall be delayed until the next payment date and added to the total accrued sum.

- 4.3. **Taxation.** The Teacher is solely responsible for any tax-related or withholding issues (including but not limited to Value Added Tax and Income Tax) in connection with the tuition fee received from the Students, including the part of it that the Company remits to her/his account under the terms of this Agreement. 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 All Right for all state fees, claims, payments, fines, or other tax liabilities that All Right will incur in connection with the obligations arising from applicable tax or other regulations not being met by you.

5. Non-competition and Non-disclosure Provisions

- 5.1. The Company invests a lot of effort and resources to develop the Platform and attract more Students to the Platform. That's why the Company's business must ensure (1) the highest quality of technical and organizational aspects of the language learning process for the Students, and (2) the popularity of the Platform among the users. Considering these, the Teacher shall not disclose personal details and contact details (including email, phone number, and messenger contacts), and arrange any lessons with Students outside the Platform.
- 5.2. The Teacher agrees to maintain the privacy of his/her personal details. This also includes personal financial information regarding payment terms of this Agreement.
- 5.3. The Teacher undertakes not to distribute or share the licensed materials, including lesson plans, training materials, and personal data of Students and staff of the Platform. While using the Platform the Teacher undertakes to adhere to the provisions of the Company's Privacy Policy and related documents in the

sphere of privacy protection.

5.4. In case of breach of these provisions, the Company is entitled to terminate the Agreement and the relationship with the Teacher and seek any legal remedies (including without limitation, damages) against the party causing the breach.

6. Exploitation Requirements

6.1. For the best experience of Platform exploitation, All Right recommends ensuring the following technical requirements:

- Minimum device requirements: Windows 10/MacOS (issued 2009 or later), Intel® i5-4590 / AMD FX 8350 equivalent or greater, 8 Gb RAM;
- Minimum internet connection requirements: 15 Mbps download speed, 15 Mbps upload speed, 10 ms ping;
- The devices allowed to operate the Platform are desktop or laptop computers.

6.2. The Teacher is solely responsible for obtaining all necessary equipment and required software to use the Platform, ensuring a stable internet connection (as outlined below), along with noise-canceling headphones and a microphone. The Teacher shall not provide teaching services via portable devices, including but not limited to tablets or mobile phones, since the Platform is not adapted for such devices. The Company reserves the right to refuse or reduce the payout for any lesson that is discovered to have been delivered using an inappropriate device.

7. Registration on the Platform

7.1. **Teacher's Account.** To start using the Platform, the Teacher shall register at the Platform and create a Teacher account. Registration requires the Teacher to provide his/her first name and surname, a valid email, phone number, and Skype login; create a unique password; indicate the Teacher's current location, education, working experience, native language(s), the language(s) the Teacher wishes to teach, other languages the Teacher can speak, and the age range of Students the Teacher wishes to work with. The Teacher shall also attach a link to an introduction video, upload any certificates and diplomas the Teacher possesses, and indicate valid payment information. The Teacher is responsible for keeping this information valid and updated all the time. Based on the provided information the Platform assigns certain categories (Standard, Premium, Native) to the Teacher, and this category is indicated in the Teacher's profile.

7.2. **No Guaranteed Engagement.** The Parties acknowledge that the demand for the Teacher's services is conditional to the preferences of Students. The Parties further recognize that the Platform engages many Teachers and has built a good and solid market reputation through the tradename "All Right", and that the opinions and preferences of Students are an integral element in maintaining the Company's good reputation in this market. Because of the above the Parties agree that this Agreement may be terminated by the Company with immediate effect for up to the first 25 lessons conducted by the Teacher provided that the feedback of the Students consumed these lessons was unsatisfactory.

7.3. **Communication between the Parties.** Under this Agreement, the Parties shall carry out all communication via the ChatBot button on the main page of the Platform.

8. Classes Conducting

8.1. **Behavior during Classes.** The Parties acknowledge that communication with Students and conducting live classes shall adhere to some minimum level of behavioral and ethical standards. In this respect, the Parties agree that both the Company and the Teacher should treat Students with respect. The Teacher agrees not to engage in any activity that would infringe, misappropriate, or violate any third-party intellectual property rights or that is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially, ethnically, or politically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate. The Teacher acknowledges that the Company does not have any duty to monitor classes or have any control over the behavior of Students and that the Teacher may be exposed to materials that the Teacher finds objectionable. The Company shall have no liability in connection therewith. Nevertheless, the Company reserves the right to inspect and monitor live lessons conducted by the Teacher. All classes could be recorded, and assessed by the Service Provider.

The Teacher in no case shall conduct lessons while intoxicated by any means, e.g., alcohol, drugs, etc. For more details on rules applicable to the classes conducting and behavior on the Platform please see our Services Rules and Code of Conduct as it's an integral part of this Agreement.

8.2. **Schedule.** To ensure the appropriate functionality of the Platform, The Teacher should keep his/her schedule updated at least 14 days in advance. In case the Teacher did not update his/her schedule on time and received a booking for the opened slot he/she is unavailable, the Teacher should conduct the booked lesson or cancel it but with all consequences applicable in case of cancelation as stated in Services Rules and Code of Conduct.

9. Intellectual Property

The Parties have agreed that all intellectual property rights to the materials (slides) that may be offered by the Platform for conducting the lessons ("**Materials**") belong to the Company.

In case the Teacher makes amendments to such Materials ("**Amendments**"), and/or creates new intellectual property objects ("**New objects**"), the Teacher provides the School with the perpetual, worldwide, non-exclusive license to such Amendments and New objects from the moment of their creation.

As mentioned above, all lessons could be recorded, and assessed by the Company. The Company retains the right to use recorded parts of the lessons, or the entire lesson, for internal use by the Company. By accepting this Agreement, the Teacher grants permission to the Company to record the lessons, both video, and audio, take photos of the Teacher during the lesson, store such video, audio, and pictures, and use them for evaluation of the lessons' quality.

10. Discount System

The Platform may implement, amend, or cancel any discount system within the Platform. The Teacher may receive detailed information on the existing discount system from the Platform's manager or knowledge base on the Platform.

11. Term of the Agreement

This Agreement shall come into force from the moment the Teacher agrees to be bound by it and remains valid and binding until the fulfillment of the obligations by the Parties as provided herein unless terminated early under its provisions.

12. Suspension and Termination

The Teacher may terminate or suspend this Agreement with at least 14 days' notice. In case of short notice, the Company reserves the right to withhold the outstanding payouts due to the Teacher. Also, the Company reserves the right to apply any penalties for missed/canceled lessons due to the late notice of termination/suspension.

Suspension of the Agreement by the Teacher should not exceed 30 days within one year. Should the allocated 30 days be exceeded, the Company reserves the right to terminate this Agreement and deactivate the Teacher's account. If the Teacher wishes to continue using the Platform, he/she shall be required to reapply for cooperation with the Platform and conclude a new Service Agreement.

The Service Provider has the right to terminate cooperation with the Teacher at its discretion by sending a termination notice with immediate effect. In case of termination by the Company with immediate effect, the Teacher shall be entitled to the net amount of his/her payouts already accrued. The payment shall be made within 14 days of termination. The Company reserves the right not to make any payouts due to the Teacher and/or terminate the Agreement in the event of multiple and/or material breaches of the Agreement by the Teacher.

13. Modification

If All Right modifies this Agreement, the Company will either post the modification on the Website or otherwise provide the Teacher with a notice of the modification. All Right will also update the "Last Updated" date at the top of this Agreement. By continuing to access or use the Platform after posting a modification on the Website or having provided the Teacher with a notice of the modification, the Teacher is indicating that he/she agrees to be bound by the modified Agreement. If the modified Terms are not acceptable to the Teacher, his/her only recourse is to cease using the Platform.

14. Details of the Service Provider

Please note that the Platform hosts Services provided by Allright Limited, its affiliate Virtual Mentor, Inc., and its counterparty AReduction OÜ. Below you can see details of each company:

- AllRight Limited, address: 67 Kennedy Avenue, Athienitis Kennedy Park, 4th Floor, Office 401, 1076 Nicosia, Cyprus Registration number HE 418328;
- Virtual Mentor Inc, address: 251, Little Falls Drive, City of Wilmington, County of New Castle, Delaware, 19808, USA Registration number 5839305;

- AReduction OÜ Address: Tornimäe tn 5, Tallinn, Harju maakond, 10145
Registration number 16509668.