

## TERMS OF SERVICE

Last updated: October 13, 2023

**These Terms of Service contain important information regarding your legal rights, remedies, and obligations; include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, and obligations to comply with applicable laws and regulations.**

Please read the Terms of Service (the “Terms”, the “User Agreement”) attentively, since it regulates your (you, the “User”) use of the website allright.com, its subdomains, and integrated software (the “Website”, the “Platform”), related mobile application (the “App”) and the services associated with it (the “Services”). The Terms of Service, any other rules or policies incorporated herein by reference ([Privacy Policy](#), [Cookies Policy](#), Payment and Refund Policy, Service Rules and Code of Conduct) published on the Website or otherwise made available to you by All Right, are important and shall be subject to compulsory execution. If you do not agree to be bound by the following terms and conditions, you shall refrain from visiting the Platform and using the Services.

In order to use the Services, you may be asked to register an account. By registering an account, you confirm that **you are 18 years old or older**, and agree to be bound by the terms and conditions of the User Agreement and other legal documents incorporated in it by reference, without any exceptions. If you are a parent of a minor who is intended to use the Services, please, control the use of the Platform and the Services by your child since you are legally responsible for all their actions on the Platform.

### 1. General Provisions

These Terms are a legally binding agreement that covers the relationship between you and Allright Limited, the owner of the Platform allright.com, a Cyprus legal entity registered at Florinis, 7 Greg Tower, 2nd floor 1065, Nicosia, Cyprus, and its affiliates or counterparties (All Right, “we”, the “Company”) in respect of your use of allright.com, that is provided by All Right as an online platform for connecting English language teachers with students and facilitating their interaction. Please note, that some or part of the Services may be supported, provided, and operated by affiliates or counterparties of Allright Limited. By accessing and using such Services you enter into a legal agreement with the company who operates relevant Services under the provisions of these Terms of Service. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Platform or the Services.

**Privacy Policy, Cookies Policy, Payment and Refund Policy, Service Rules and Code of Conduct, and any other legal document incorporated herein by reference**, should be considered an integral part of this User Agreement. Together, these documents form the full text of the User Agreement, which defines the relations between the User and the Company.

English language versions of these Terms of Service and other legal documents incorporated herein by reference should be considered as original versions. The translations of the documents to other languages are provided for your convenience only. Should there be any inconsistency or conflict between the English and other language versions of the Terms, the English version shall prevail.

#### 1.1. Modification

All Right reserves the right, at its sole discretion, to modify the Platform or the Services without prior notice to you. We also may suspend, or discontinue the Platform or the Services in whole or in part, at any time and for any reason, without notice.

If we modify these Terms, we will either post the modification on the Website or otherwise provide you with a notice of the modification. We will also update the “Last Updated” date at the top of these Terms. By continuing to access or use the Platform or the Services after we have posted the modification on the Website or have provided you with a notice of the modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Platform and the Services.

Any new features that are added to the Service shall also be subject to the Terms. In this clause, the term “modification” in relation to changes to the Agreement shall be interpreted broadly and shall include any and all modifications, amendments, revisions, and restatements whatsoever, including adding or removing any portions of this User Agreement.

The 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 Platform is evolving and that the form and nature of the Services may change from time to time without notice to you.

### **1.1. Services**

You may access and use the Platform as:

- (a) a registered user providing online language teaching services via the Platform (the “Teacher”);
- (b) a registered user seeking online language teaching services (the “Student”); or
- (c) a visitor to the Website.

The Services provided by All Right to users include:

- (d) granting access to the Platform for Students, Teachers, and visitors,
- (e) connecting Teachers and Students for online language teaching services,
- (f) facilitating interaction between Teachers and Students, including payments, and
- (g) providing customer support and related services.

**All Right does not provide language teaching and tutoring services.** All available teaching services on the Platform are provided by Teachers directly to Students according to the services’ specific terms set out in these Terms and related legal documents published on the Website.

### **1.2. Eligibility**

The Platform and the Services are intended solely for persons who are 18 or older and who can form legally binding contracts under the applicable law. By accessing the Website and creating an account on it you represent and warrant that you are 18 or older. Children under the age of 18 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 children.

By using the Services, you confirm that you use the Services in a manner that is lawful, relevant, and proper to the applicable laws and in accordance with the restrictions set forth in this Agreement and related legal documents, including Service Rules and Code of Conduct.

## **2. How the Platform and the Services Work**

The Website and the Services can be used to facilitate interaction between Teachers and Students with the aim of learning English, making it more convenient and effective for all parties. In some cases, you may use the functionality of the Platform as an unregistered visitor to the Website however, if you are asked to create an account, you must first register to create an account (as defined below).

As stated above, the Company is an IT infrastructure service provider that makes available the Platform to connect Teachers and Students according to the level of language they teach or learn, and their preferences, to communicate directly with each other, conduct live classes, speaking clubs, etc. Unless explicitly specified otherwise on the Website, our responsibilities are limited to facilitating the availability of the Platform and the Services.

The Platform enables connection between Students and Teachers who are willing to be engaged by Students as independent contractors. Each Teacher decides when and how often the Teacher will be available to provide the teaching services to Students, and controls the methods, materials, content, and all aspects of the language teaching services. The Platform also allows Teachers to create subject-specific teaching services, for a certain number of hours. Students are responsible for selecting the Teacher suitable for their learning goals. Students may check each Teacher's self-reported credentials, education, and experience, as well as reviews from other Students. Each Teacher has the sole discretion to accept or decline a request for the teaching services, as well as continue or discontinue a relationship with any Student. Teachers may conduct any working or entrepreneurial activities, including the teaching services for others, or do other types of work (either as an independent contractor or employee or other) while these Terms are in effect, provided that such other activities do not result in the Teacher's violation of the Terms.

You are responsible for obtaining and paying for any equipment and Internet service necessary to access the Services.

## **3. Account Registration**

In order to access certain features of the Website, you must register to create an account and become a user. Your account will be created for your use of the Platform based on the personal information you provide to us. You may not have more than one (1) active account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your account.

## **4. No Endorsement**

The Company does not endorse any user of the Services. Users are required by these Terms to provide accurate information. But All Right cannot confirm that each user is who they claim to be.

The Company cannot and does not conduct criminal background checks on the users. The Company is not responsible for and disclaims any and all liability related to your online and offline interactions with other users of the Website and the Services. Accordingly, any such interactions and their consequences will be made or accepted at your own risk. 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. **Please, be especially attentive to using the Services by your children and explain to them [safety rules](#) for interactions with others online.**

If you are going to register on the Platform as a Teacher, All Right may request you 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.). Also, we may conduct an interview or an entering test for the potential Teacher on the Platform. Nevertheless, All Right does not endorse or make any representations or warranties regarding the accuracy, completeness, and reliability of any information provided by the Teachers, their background, and competence.

By using the Platform or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or third parties will be limited to a claim against the particular user or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from the Company with respect to such actions or omissions.

## **5. Payments and Refunds**

Payment processing on the Platform is provided by third-party payment processors including, but not limited to Stripe, Solidgate, Klarna, PayU, etc., allowing us to: (a) bill the Students without directly processing your credit/debit card information; (b) enable payouts to the Teachers. Please note that in any case, payment made by the Student via the Platform shall meet the Student's obligation with respect to the payment to the Teacher for the teaching services provided via the Platform. We also use third-party payment processors Payoneer, Ecompay, etc. to enable payouts to the Teachers.

Please review the additional payment terms as well as how we handle refunds in the Payment and Refund Policy. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

## **6. Pricing, Offerings, Subscriptions, and Teachers' Services**

Prices for teaching services shall be specified on the Teacher's profile page, except periodical offerings and subscription plans which may be indicated on the relevant pages of the Platform.

Rules applicable to trial lessons, choosing a teacher, lessons booking and cancelation, lessons conducting, etc. are described in the Services Rules and Code of Conduct.

Subscriptions are provided according to the Subscription Terms included in the Payment and Refund Policy.

## **7. User's Content**

Some of the Services' functions allow the creating, uploading, posting, forwarding, receiving, and storing of user-generated content as defined below. By performing any of the actions indicated above, you reserve all intellectual property rights that belong to you in respect of such content.

Meanwhile, the User bears personal responsibility for any content and information uploaded, posted, or passed in another way to the Company or other users, or third parties through the Services, including but not limited to messages, texts, commentaries, data, notes, photos, videos, images, ("user-generated

content”). The Company does not control and, therefore, does not bear any responsibility in matters related to the user-generated content.

You acknowledge that All Right has no obligation to monitor your access to or use of the Platform and the Services or to review or edit any user-generated content, but has the right to do so for the purpose of operating and improving the Platform and the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. We reserve the right, at any time and without prior notice, to remove or disable access to any content that All Right at its sole discretion considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Platform.

All messages, comments, questions, proposals, ideas, notes, and other materials concerning the Services (“Materials”) placed in the Platform or on resources connected with the Services, are not considered confidential information of the User. When posting materials, you waive any claim that the use of the content of such Materials violates any of your rights, including intellectual property rights, rights to private life, rights of publicity, non-proprietary rights of authorship to the materials or ideas, or any other rights. For the use of Materials or any other information (including, without limitation, creative, financial, business or commercial, etc.), transferred in any way to the Company or brought to the attention of the general public within the Services, no payment or remuneration will be offered.

You are not allowed to add links to external resources to any user-generated content. You are also prohibited from posting in the Platform or transferring to it any Materials and/or any user-generated content that may violate the rights of third parties or applicable rules and regulations, including those established by law and/or by the terms of this Agreement (“Prohibited Content”). Prohibited content includes, but is not limited to, user-generated content that:

- is defamatory, threatening, inaccurate, distorted, fraudulent, or illegal; includes child pornography;
- promotes racism, hatred, or harm of any kind against any group or individual;
- violates or might violate intellectual property rights or other rights of third parties (for example, photos, videos, and music, placed without the permission of right holders; texts, photos, videos, or images of another person posted without his or her consent);
- contains information on the possibility of illegal actions (for example, instructions on how to produce or buy weapons, drugs, etc.);
- contains information on how to circumvent the Services rules;
- contains malware, viruses, trojan horses, worms, or other harmful components;
- contains advertising information, information on fundraising;
- creates barriers to the use of the services by another person;
- may be considered offensive, illegal, indecent, abusive, or threatening;
- contains incitement to violate the law;
- violates the right to privacy of any other user;
- contains false or misleading statements and/or false or misleading descriptions of some materials or messages.

The Company may from time to time monitor and check interactive sections within the Services, but is under no obligation to do so, and assumes no responsibility arising from the content of them. All Right

reserves the right to modify, edit, or delete any Materials posted by users and/or user-generated content or conversations that might be considered offensive, illegal, indecent, or otherwise violate any law or this Agreement. The Company undertakes to cooperate fully with law enforcement authorities or courts requesting or demanding the disclosure of the identity of any person who posts such materials.

## **8. Intellectual Property Rights**

You acknowledge and agree that we or our licensors own all intellectual property rights regarding the Platform and the Services. Except as expressly stated herein, these Terms do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services and the Platform.

We confirm that we have all the rights in relation to the Services and the Platform that are necessary to grant all the rights we purport to grant under and in accordance with, the terms and conditions of these Terms.

### **8.1. License Granted to You**

Subject to your compliance with these Terms, we grant you as a Student a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and view any content on the Platform solely for your personal and non-commercial purposes.

If you are a Teacher, All Right grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform solely for the provision of teaching services to the Students.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Platform, the Services, or user-generated content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Company or its licensors, except for the licenses and rights expressly granted in these Terms.

### **8.2. License Granted to the Company**

We may, in our sole discretion, permit you to post, upload, publish, submit, or transmit user-generated content. By making available any user-generated content on or through the Platform or the Services, you hereby grant to All Right a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such user-generated content on, through, by means of or to promote or market the Platform and the Services. We do not claim any ownership rights in any such user-generated content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such user-generated content.

You acknowledge and agree that you are solely responsible for all user-generated content that you make available through the Platform and the Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all user-generated content that you make available through the Platform, the Services or you have all rights, licenses, consents, and releases that are necessary to grant to the Company's the rights in such user-generated content, as contemplated under these Terms; and (ii) neither the user-generated content nor your posting, uploading, publication, submission or transmittal of the user-generated content or the Company's use of the user-generated content (or any portion thereof) on, through or by means of the Platform, the Services will infringe, misappropriate or

violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### **8.3. Removing Content Infringing Intellectual Property Rights**

All Right considers notices of intellectual property rights holders and takes measures in order to stop the breaches of their rights within the Services. Please note, that only the copyright/trademark owner or their authorized representative may file a report of the alleged infringement. Please note, that not all claimed content may be removed or blocked.

If you have a good faith belief that someone infringes your copyright rights, you may submit a notice of alleged copyright infringement to the Company. To be accepted by the Company the notice of alleged copyright infringement shall contain:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to allow us to locate the material;
- your address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- a statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You shall address the notice to:  
541 Jefferson Avenue, Suite 100  
Redwood City, CA 94063  
legal@allright.com

If you have a good faith belief that someone infringes your trademark rights, you may submit a notice of alleged trademark infringement. To be accepted by the Company the notice of alleged trademark infringement shall contain:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the trademark claimed to have been infringed, documents concerning trademark registration;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to allow us to locate the material;
- your address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the trademark owner, its agent, or the law;

- a statement that the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You shall address the notice to:

541 Jefferson Avenue, Suite 100

Redwood City, CA 94063

legal@allright.com

Upon removing the content in response to your report of copyright or trademark infringement, the Company notifies the person who posted or uploaded the content and informs them the content was removed. All Right also provides them with your contact information, including your email address, and the contents of your report.

The Company retains the right to suspend the Services and/or some features, block a user, or terminate these Terms if All Right has reasonable grounds to believe that you abuse your rights under this section. If your content was removed, the Company will notify you about this and provide you with information concerning your next steps, including but not limited to the filing of counter-notification under DMCA. According to the DMCA we have adopted a policy of terminating, in appropriate circumstances and in the Company's sole discretion, users who are deemed to be repeat copyright infringers. We may also in our sole and absolute discretion limit access to the Platform and the Services and/or terminate the registration or membership of any user who infringes upon any intellectual property rights of others, whether or not there is any repeat infringement.

## **9. Links**

The Platform and the Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Company of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products, or services on or available from such websites or resources.

## **10. Term and Termination, Suspension and Other Measures**

### **10.1. Term**

This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or we terminate the Agreement as described below.

### **10.2. Termination for Convenience**

You may terminate this Agreement at any time via the "Delete account" feature on the Platform or by sending us an email. Without limiting our rights specified below, we may terminate this Agreement for convenience at any time by giving you 30 days notice via email to your registered email address.

### **10.3. Termination for Breach, Suspension, and Other Measures**

We may immediately, without notice terminate this Agreement if (i) you have materially breached these Terms or our policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in Services Rules and Code of Conduct, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the account registration or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) we believe in



good faith that such action is reasonably necessary to protect the safety or property of other members, the Company or third parties, for fraud prevention, risk assessment, security or investigation purposes.

In addition, we may deactivate or delay the user-generated content, limit your use of or access to your account and the Platform or the Services, temporarily or permanently revoke any special status associated with your account, or temporarily or permanently suspend your account if you have breached these Terms or our policies, including material and non-material breaches and receiving complaints from other users. In case of non-material breaches and where appropriate, you will be given notice of any measure by the Company and an opportunity to resolve the issue to our reasonable satisfaction.

#### **10.4. Survival**

If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

#### **11. Disclaimers**

Other than as expressly set out in this Agreement or legal documents at our Platform, neither we nor our licensees, vendors, agents, or affiliates make any specific promises, warranties, or representation about the Services. The Services are provided on an “as is” basis. We do not make any statements or give any warranties about the results obtained by using Services, the specific functions of the services, or their reliability, availability, or ability to meet your needs.

We and our licensees, vendors, agents, and affiliates will not be responsible for your loss of profits, revenues or data, financial losses, or indirect, special, consequential, exemplary, or punitive damages.

#### **12. Limitation of Liability**

You use the services, including interactive and communication sections, at your own risk. The User is responsible for the compatibility and operability of the software and hardware that is used for accessing the Platform and the Services.

The Company shall not be liable, including, but not limited, for:

- any possible criminal actions committed by the User, or illegal actions of other users towards the user, within the Services in particular;
- any statements of the User, made or published within the Services;
- users' behavior on the site and within the services, including their conduct, manner, and ideology, disrespect towards other users of the Services;
- loss of access credentials to users' accounts;
- incomplete, inaccurate, incorrect data used to create the account on the Platform;
- availability of the Internet connection, and the quality of service provided by Internet service providers to the User;
- direct or indirect damages to the User or other third parties that occur as a result of unauthorized access by any third parties to the User's account and profile page.

The Company gives no guarantees that (i) the Services will meet the User's requirements; (ii) the Services will be available 24/7, at any moment or within a certain period of time; (iii) the Services will be uninterrupted, timely, secure and error-free.

To the extent permitted by law, our total liability as well as our licensees, vendors, agents, and affiliates' liability for any claims under this Agreement, including for any implied warranties, is limited to the

amount that you paid us for the use of the Services. This limitation of liability shall apply for all claims, regardless of whether the Company was aware of, or advised in advance of the possibility of damage or such claims. 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 in this paragraph may not apply to you.

Under no circumstances shall we and our licensees, vendors, agents, or affiliates be liable for any loss or damage that is not reasonably foreseeable.

### **13. Indemnification**

You agree to release, defend, indemnify, and hold the Company and its affiliates and subsidiaries, and their officers, directors, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Platform, the Services, or user-generated content or your violation of these Terms; (ii) your user-generated content; (iii) your interaction with any user.

### **14. Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. We may assign or transfer these Terms, at our sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

### **15. Notices**

Since the Services are provided in electronic form, by accepting the Terms, the User agrees to receive important information about such Services in electronic form. The User agrees that the text of the Terms of Service, notifications, other information, messages, emails, and other materials will be provided in electronic, not in written form. This Agreement applies to all information the Company will provide to you according to legal requirements. Such information will be published on the Platform, provided through your account, if any, or in some cases will be sent to your email address. For notices made by e-mail or messengers, the date of receipt will be deemed the date on which such notice is transmitted.

Without limiting other provisions of this Agreement (including the Privacy Policy), by using the Services, you agree to accept and consent to receiving electronic communications initiated from us regarding your account, security, privacy, and administrative issues. If we learn of a security system breach, then we may attempt to notify you electronically by posting a notice on the Website or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice (or to withdraw your consent from receiving electronic notice), please write to us via contacts indicated on the Website.

### **16. Law and Jurisdiction**

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of Delaware, USA, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in the state of Delaware, USA for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights,

trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

### **17. Dispute Resolution**

In case of any dispute or conflict between the user and the Company, the latter recommends the former contact the Company by contacting the support team via contacts indicated on the Website.

You and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or to the use of the Services or use of the Platform (collectively, “disputes”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and the Company otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

### **18. Arbitration Rules and Governing Law**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "AAA Rules") then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

#### **18.1. Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form for Demand for Arbitration and a separate form for California residents) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

### **19. Miscellaneous Provisions**

The invalidity of one or several provisions of this Agreement established by an effective court decision shall not entail the invalidity of the other provisions of the Agreement. If one or several provisions of this Agreement are recognized invalid in accordance with the established order, the parties are bound to fulfill the undertaken obligations under this Agreement in the manner implied by the parties when entering and/or amending the Agreement.

The failure of the Company to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of All Right. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms

will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## **20. Third-Party Beneficiary**

These Terms do not and are not intended to confer any rights or remedies upon any person other than the Parties.

## **21. Contacting Us**

If you have any questions about these Terms or any, please contact us via the contacts indicated on the Website.

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:

- Virtual Mentor Inc, address: 251, Little Falls Drive, City of Wilmington, County of New Castle, Delaware, 19808, USA Registration number 5839305;
- Allright Limited, address for correspondence: Dhigeni Akritas 54, Office 104, Ayios Antonios, 1061, Nicosia, Cyprus Registration number HE 418328;
- AReduction OÜ Address: Tornimäe tn 5, Tallinn, Harju maakond, 10145 Registration number 16509668