

Service Rules and Code of Conduct

Using the Platform, you as a User hereby acknowledge and confirm adhering to the following obligatory Service Rules and Code of Conduct (the “Rules”).

Terms used in these Rules shall have the meaning attributed to them in the Terms of Service or other legal documents incorporated by reference into the Terms.

Service Rules

1. General Rules

You as a User of the Platform agree to:

- Use the Platform for the sole purpose of teaching and learning a foreign language;
- While registering on the Platform provide accurate information to All Right and keep it updated;
- Use the Services and the Platform in a manner that is lawful, relevant, and proper to the applicable laws;
- Follow the standards of conduct as set forth herein.

2. Lessons Booking, Rescheduling, Cancellation, and Conducting

2.1. Trial Lessons

2.1.1. Each new Student on the Platform is entitled to one or more free trial lessons.

2.1.2. The Teacher has the right to close and open his/her account for new trial lessons by his/her own decision (in the event of at least 12 hours per week booked) but not more often than once in 14 days. The Platform has the right to close and open the Teacher’s profile for new trial lessons by its own decision based on the Teacher’s Sort rating, the Student’s reviews, or any other reasons without providing official notice of the action.

2.1.3. The lesson may be booked no later than 4 hours before the desired scheduled time for its start or less than 4 hours before the desired scheduled time for its start providing that the Teacher accepts this booking. The Student has the right to reschedule and/or cancel the lesson no later than 4 hours before the expected time for the lesson to start. If the Student does not attend the lesson or cancels it less than 4 hours before the scheduled start, then the lesson shall be deemed to be conducted.

2.1.4. If the Teacher and the Students had a lesson for 10 or more minutes or if there were technical issues on the Student’s side during the lesson, the lesson shall be deemed to be conducted. If the Student did not visit a free trial lesson without prior cancellation or rescheduling, then the lesson shall be deemed to be conducted and shall be paid at the rate of 75% of the lesson’s cost.

2.1.5. The Teacher has the right to cancel the lesson no later than 48 hours before the scheduled time for its start. In that case, the lesson remains on the Student’s balance and may be used in the future. If the lesson was not conducted due to the Teacher’s fault, a Student shall inform the Platform of this event within 2 hours starting from the scheduled time for the lesson to begin. Failure to do so shall result in considering the lesson in question as conducted properly.

2.1.6. Lessons that were not conducted due to the fault or neglect of the Teacher, or due to technical issues on the part of the Platform shall remain on the Student’s balance.

2.2. Teacher’s Schedule. Minimum Teaching Hours

2.2.1. 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 unable to teach, the Teacher should conduct the booked lesson or cancel it but with all consequences applicable in case of cancelation as stated in these Rules.

2.2.2. The Teacher shall have at least 15 hours per week available for booking on the All Right Platform during the daytime in the time zone of the majority of their Students. In case the Teacher has fewer hours available, the Company is entitled to terminate cooperation with the Teacher.

2.3. Lessons Confirmation

Lessons may be booked into the Teacher's schedule at least 4 hours in advance. The Teacher should confirm the lessons on time (in case auto-confirmation is turned off):

- for the lessons booked less than 12 but more than 4 hours in advance: confirm as soon as possible but no later than 2 hours before the start of the lesson;
- for the lessons booked for the nearest 7 days: confirm within 12 hours after booking;
- for the lessons booked for more than 8 days in advance: confirm no later than 7 days before the start of the lesson.

The Teacher may claim for enabling the auto-confirmation of the lessons after 50 lessons conducted with 98% attendance.

2.4. Lessons Conducting

Live lessons may be recorded and/or monitored by the representative of the Platform to control compliance with these Rules by the parties as well as quality assurance. This is the right not the obligation of the Service Provider.

Behavior during Lessons

The Users acknowledge that the Service Provider does not have any duty to monitor the Platform or have any control over the behavior of other users.

The User should not conduct lessons while being intoxicated by any means, e.g., alcohol, drugs, etc.

Appearance and Environment during Lessons

The Users undertake to be dressed during lessons in a conservative manner. All Teachers are required to have their chest and shoulders covered during lessons. The Teacher should conduct lessons in a professional environment: quiet, well-lit, plain background (clean wall recommended; no kitchen/bed/window/television visible), the computer placed on a flat surface.

Exclusive Use of the Platform

To allow the Service Provider to optimize the use of its Platform the Teacher should only use the Platform allright.com to manage the Students' requests. The use of Zoom is only possible via a built-in link in the event of technical issues with the Platform allright.com, and the appropriate option should be selected when finishing the lesson ("Conducted with the technical issue - Lesson conducted in Zoom").

Teaching Materials

The Teacher is advised to use the materials (slides) offered by the Platform for conducting the lessons. The Teacher also agrees to consider the student's wishes for learning and interests which are stated in the Student's card in the virtual classroom and modify the lesson's content according to this information.

Teaching Methods

The Teachers should master the modern teaching technologies and methods outlined during their training and apply them during the lessons (e.g., TPR, gamification, etc.). When invited the Teachers are required to attend Platform-sponsored training.

Classroom Attendance

2.4.1. The Teachers should enter the virtual classroom no later than 60 seconds after the beginning of the lesson; and leave the virtual classroom no earlier than 60 seconds before the end of the lesson. In case lessons are shorter than 25 minutes or 55 minutes in length, (as per the agreement with the Student) the Platform shall have additional administrative and operational costs which shall accordingly be reflected by a deduction of the net payouts received by the Teacher.

2.4.2. The Teachers are required to maintain a lesson attendance rate of 98%. The Teacher acknowledges that failure to do so may result in the termination of the Agreement with the Platform.

2.4.3. Entrance and early leave. In case the Teacher enters the virtual classroom more than 60 seconds after the start of the lesson, or leaves the virtual classroom more than 60 seconds before the end of the lesson, the Platform reserves the right to deduct the Teacher's net payouts under the Agreement for the corresponding type of a lesson.

Completing Feedback

The Parties agree that to maintain the high standards set by the Platform for conducting the lessons the following actions should be taken:

- the Teacher should complete lesson feedback after trial lessons no later than 1 hour after the lesson has finished;
- the Teacher should complete lesson comments after paid lessons no later than 12 hours after the lesson has finished;
- in the case the Student is absent from the class the Teacher shall stay in the classroom and wait until the end of the lesson;
- in the case when the Student was more than 5 minutes late or absent for the lesson, the Teacher shall include such information in the comment after the lesson;
- in case the Teacher sees that the Student is trying to enter the virtual classroom, but there are technical issues, the Teacher shall first attempt to solve the problem using the technical issue guide. If the Teacher is unsuccessful in resolving the issue, they shall then contact the administration of the Platform via the Chat Bot; the Teacher should also include such information in the comment after the lesson;
- the Platform reserves the right to apply fines for lessons in respect of which the Teacher has falsified information regarding the student's attendance or technical issues;
- the Teacher agrees that all lessons not completed on time with the appropriate comment and status shall be considered as not conducted;
- according to Platform rules the Teacher agrees not to claim any payment for time spent on lesson preparation and filing lesson feedback.

2.5. Teacher's Awareness

The Teachers are responsible for maintaining a regular awareness of relevant news published in the Help Center or delivered to the Teacher via e-mail or other means of communication. Platform-initiated communication should never be ignored, and responses should be returned no later than 48 hours after receiving the message/e-mail/phone call.

2.6. Cancellation and Rescheduling

During the cancellation process, you will be asked to provide a reason for cancellation. All Right reserves the right to charge the cost of the lesson that is canceled or rescheduled not within the timeframe determined above.

Cancellations and Rescheduling Made by the Student

2.6.1. The Student has the right to cancel a booked lesson 4 hours in advance or more with no charges. In case the Student cancels a lesson with short notice (less than 4 hours in advance), he/she must compensate 75% of the lesson price. In rare cases of Student cancellation due to force majeure the lesson may be rescheduled.

2.6.2. In case the Student doesn't visit the booked lesson, the Teacher should stay in the virtual classroom with his/her camera on till the end of the lesson. In this case, the Teacher gets 75% of the compensation for the lesson.

2.6.3. If the Student shows up for the lesson 10 or fewer minutes before its ending, the Teacher shall mark the lesson as "The Student didn't show up".

2.6.4. In case 10 minutes or less of the lesson was conducted by the Teacher due to technical difficulties, the Teacher shall mark the lesson as "Not conducted - technical issues".

2.6.5. In case more than 10 minutes of the lesson was conducted by the Teacher due to technical difficulties or Student tardiness, the Teacher shall mark the lesson as conducted with technical issues.

Cancellations and Rescheduling Made by the Teacher

2.6.6. The Teacher has the right to cancel a lesson 48 hours in advance or more with no consequences.

2.6.7. If the Teacher intends to reschedule a lesson within 48 hours before its scheduled beginning time, the Teacher shall obtain written confirmation from the Student. If the Teacher requests the Platform to assist in rescheduling a lesson within the aforementioned 12-hour period the Teacher is required to provide a screenshot or other evidence showing the written communication with the Student regarding the rescheduling request.

2.6.8. Cancellation of a lesson (either confirmed or unconfirmed) less than 12 but more than 2 hours in advance by the teacher shall result in applying a fine to that Teacher in the amount of 50% of the lesson's price.

2.6.9. Cancellation of a lesson less than 2 hours in advance by the Teacher or missing a lesson shall result in applying a fine to that Teacher in the amount of 100% of the lesson's price.

2.6.10. The Platform has the right to deduct fines from the Teacher's payouts without additional notice. The Teacher has the right to appeal fines made for short-notice cancellations and absences within 7 days of receiving notification of the event and with sufficient evidence to support their appeal. The Platform has the right to refuse appeals in case they are too frequent (more than 3 during a month).

2.7. Force Majeure and Platform Outages

In case the Platform experiences a systemwide outage due to technical reasons or force majeure, the Platform reserves the right to withhold payouts due to the Teacher for the affected lessons. For the purposes of this Rules, the term "Force majeure" shall mean obstacles of inevitable force which include without limitation, any extraordinary events, namely war or military actions, epidemics, measures taken to fight an epidemic, fires, natural disasters, accidents in the power supply networks, amendments of the current legislation that can prevent the Party from the fulfilling of obligations hereunder, as well as any other events that may be recognized by the court as an obstacle of inevitable force.

2.8. Discount System

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

The Teacher has the right to tell the code phrase "purple elephant" to the Company's manager assigned to the Teacher during the Teacher's onboarding meeting in exchange for a starting bonus added to the Teacher's account in the sum equivalent to the cost of the first 25-minute trial lesson. For the purposes of this Agreement, Teacher's Onboarding shall mean a meeting of the Teacher with the Company's manager during which the manager helps to test the quality of the Teacher's connection, web cameras, microphones, and other equipment as well as explains the Teacher functionality of the Platform and advise on methodology issues.

Code of Conduct

All Right wants the Platform and the Services to be safe and secure. When using our Services, you have to take care of the cybersecurity of your account. Mind that you are solely responsible for your Internet security, and All Right Platform and Services are not an exception. We will not be responsible if you lose your account due to viruses, or unauthorized access. For more details see safety rules below. Feel free to notify us if you detect indications of third parties' unauthorized access to your account.

1. User Conduct

1.1. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and obligations that may apply to your use of the Platform, Services, and user-generated content including, without limitation, privacy laws, intellectual property laws, anti-spam laws, tax laws, etc. In connection with your use of the Platform, Services, and user-generated content, you may not and you agree that you will not and will not authorize or facilitate any attempt by another person to:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- provide or accept teaching services from any All Right Users bypassing the Platform;
- receive payments from the Students directly, or encourage or solicit payment from the Student directly or through any means other than those made available via the Platform, with the aim of bypassing the Platform or avoiding payment of fees owed to All Right;
- disrupt or otherwise interfere in any way with any other User's use of the Services;
- fail to provide the teaching services purchased from you unless such failure was caused by force major or Platform Outages;
- circumvent or manipulate the prices for teaching services owed to the Teacher, billing process, or the Service fee owed to All Right;
- fail to deliver payment for services purchased by you;
- advertise or offer to sell any goods or services for any commercial purpose through the Platform that are not relevant to the teaching services offered through the Platform;
- sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to the Services to any third party except to the extent explicitly authorized in writing by All Right;
- schedule lessons without the Student's knowledge and confirmation with the aim of receiving payment;

- use manual or automated software, devices, scripts, robots, backdoors, or other means or processes to access, “scrape”, “crawl” or “spider” any web pages or other services contained in the Website, the Services or user-generated content;
- obtain unauthorized access to any computer system through the Platform;
- harvest or otherwise collect information about Users, including email addresses, without their consent;
- 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);
- solicit personal data from children under 18 years of age;
- access or use All Right Platform or Services to use, expose, or allow to be used or exposed, any user-generated content: (i) in any way that is inconsistent with our [Privacy Policy](#) or Terms; (ii) in any way that otherwise violates the privacy rights or any other rights of other Users or any other third party;
- use the Platform, Services, or user-generated content for any commercial or other purposes that are not expressly permitted by the Terms;
- dilute, tarnish, or otherwise harm the Company’s brand in any way, registering and/or using the company’s name or derivative terms in domain names, trade names, trademarks, or other source identifiers, or registering and/or using domain names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Company’s domains, trademarks, taglines, promotional campaigns or other content owned All Right;
- copy, store, or otherwise access or use any information contained on the Platform and Services for purposes not expressly permitted by the Terms;
- use the Services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.
- use the Services for cheating instead of facilitating learning;
- Inquire about the hiring of or hire Teachers to complete assignments, write papers, take quizzes, or otherwise do work on your behalf;
- encourage conduct that would constitute a criminal or civil offense;
- engage in or promote the illegal trafficking of persons, including procurement of commercial sex acts and use of forced labor in the provision of teaching services.
- infringe the rights of the Company or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity, or contractual rights;
- “stalk” or otherwise harass other Users;
- use another person’s personally identifiable information (such as the name, email address, identifying number, or credit card number) pretending to be that person (impersonate another person);
- transfer your All Right account and login credentials to another person without Allight’s consent;
- interfere with or damage our Website or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Platform or Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card, or account numbers;

- use our Platform or Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements;
- collect or store any personally identifiable information about any other user other than for purposes of the Services use;
- register for more than one account or register for an account on behalf of an individual other than yourself;
- post, upload, publish, submit, or transmit any content that: violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; is defamatory, obscene or offensive; promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- use, display, mirror, or frame the Website or the Services, or any individual element within the Website, the Services or other proprietary information, or the layout and design of any page or form contained on a page in the Website, or the Services, without the Company’s express written consent;
- access, tamper with, or use non-public areas of the Platform, services, and the Company’s technical systems;
- attempt to probe, scan, or test the vulnerability of any Company’s system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Company or any of our providers or any other third party (including another user) to protect the Website and the Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Platform and the Services;
- advocate, encourage, or assist any third party in doing any of the foregoing.

1.2. It is expected and agreed that the Teachers should abide by the following rules when engaging with Students: it is not allowed to use educational activities to incite social, racial, national, or religious hatred, for agitation that promotes the exclusivity, superiority, or inferiority of citizens on the basis of social, racial, national, religious or linguistic affiliation, their attitude to religion, including through the communication of unreliable information about the historical, national, religious and cultural traditions of peoples, as well as to induce actions that contradict other moral standards of society.

2. The Company has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in our Terms, we may take a range of actions against you with or without notice, including but not limited to (a) deactivating or canceling your account, (b) blocking or deleting some content placed by a User on the Platform, for a violation of this Rules.

2.1. All Right may deny providing Services to the User, who decided to use the Services after the termination of these Terms due to his/her violations. The Company reserves the right to take one or more measures defined above simultaneously.

2.2. We may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (a) respond to claims asserted against the Company or to comply with legal process (for example, subpoenas or warrants), (b) enforce or administer our agreements with users, such as our Terms, (c) for fraud prevention, risk assessment, investigation, customer support, product development, and

debugging purposes, or (d) protect the rights, property or safety of the Company, its users, or members of the public.