



Terms and Conditions

1. General terms

The Teacher undertakes to provide services of distance foreign language teaching (the «Services») to the clients (the «Students») of the School and the School's undertakers to accept these services and pay for them according to the conditions envisaged in the present terms.

2. Independent contractor.

According to the present terms, the Teacher is an independent contractor and not an employee, agent or partner of the School.

2.1 Payment terms and tax issues.

- a. The Teacher's services are paid based on the rates displayed on their billing pay in the teacher dashboard.
- b. The School does not compensate the Teacher for time spent on lesson preparation and filling lesson feedback.
- c. The payments are processed every second Monday or Tuesday via bank transfer to a bank account, PayPal account or via other e-payment systems available for both the Teacher and the School. The School should notify the teacher about any changes of the payment dates no later than 7 days in advance. It may take up to 5 days for the receiving banks to process the payment.
- d. In case the Teacher's compensation for the payment period is lower than the sum equivalent to \$50 USD, his/her compensation will be delayed until the next payment date and added to the total compensation sum. For teachers using Paypal, this amount can be reduced to \$10 USD.
- e. The Teacher is solely responsible for any tax-related issues in connection with payments he gets from the School.

2.2. Non-Exclusivity and Non-Solicitation.

Teacher retains the right to contract with other companies or entities for his/her services without restriction.

2.3. Non-competition and Non-disclosure provisions

- a.** The Teacher is not allowed to establish and maintain private communication with the Students; exchange personal details (including surname) or contact details (including email, phone number, messenger contacts) and arrange private, unauthorized lessons to the Students. The Teacher agrees to maintain the privacy of his/her personal details. This also includes personal financial information regarding payment terms. It is forbidden to disclose the hourly rate to any other Teacher or to Students. In case of violation of these provisions, the School has a right to terminate cooperation with the Teacher and proceed with legal actions to reimburse damages.
- b.** The Teacher is not allowed to distribute or share company materials, including lesson plans, training materials, Student information, staff information or teaching platform.

2.4. Performance of Services.

- a. Technical requirements.** The Teacher will provide all equipment and supplies required to perform the Services, including the device to operate the company's teaching platforms and required software, a stable internet connection (as outlined below), along with noise cancelling headphones and a microphone.

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 Teacher is not allowed to provide the Services via portable devices, including but not limited to tablets or mobile phones.

- b. Teacher account.** In order to provide the Services, the Teacher must register at the Site 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, working experience, native language(s), the language(s) the Teacher wishes to provide Services for, other languages the Teacher can speak, and the age range of Students the Teacher wishes to provide Services for. The Teacher must also attach a link to an introduction video, provide information about previous working experience and education, upload any certificates and diplomas the Teacher possesses and indicate valid payment information. The Teacher is responsible for keeping this information valid and updated at all times.

2.5. Services supervision. The Services contemplated by these terms must meet the Company's quality and service standards and shall be subject to the Company's general right of inspection and supervision, including the presence of administration during live lessons.

3. Code of Conduct.

3.1. Behaviour during performance of Services. The Teacher should treat his/her 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 agrees to engage in the Services for the sole purpose of teaching language to foreign learners. The Teacher acknowledges that the Company does not have any duty to monitor the Services or have any control over the behavior of the Students, and that the Teacher may be exposed to material that the Teacher finds objectionable in the course of engaging in the Services and that the Company shall have no liability in connection therewith. The Teacher should not conduct lessons while being intoxicated by any of means e.g. alcohol, drugs, etc.

3.2. Appearance and environment during performance of Services. The Teacher should be dressed and presented in a professional manner, and in accordance with the company dress code.. 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), computer placed on a flat surface.

3.3. Platform for performance of Services. The Teacher should only use the platform AllRight.com to manage the student's requests. Using other platforms (e.g. Skype/Zoom) is only possible in case of technical issues with the platform AllRight.com and with the written consent of the School.

3.4. Teaching materials. The Teacher should use the materials (slides), offered by the AllRight platform for conducting the lessons. The Teacher also agrees to take into consideration 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.

3.5. Teaching methods. The Teacher should master the modern teaching technologies and methods outlined during their training and apply them during the lessons (e.g. TPR, gamification, etc.)

4. The Teacher's rights and obligations.

4.1. Schedule. The Teacher should keep his/her schedule updated for at least 7 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 cancellation and stated in these present terms.

4.2. Minimum teaching hours. The Teacher agrees to have at least 15 hours per week available for booking. In case the Teacher has less hours available, the School has the right to terminate cooperation with the Teacher.

4.3. Vacation and termination notices.

a. The Teacher should inform the School about his/her vacation (one week or more), long-term absence or decision to terminate cooperation at least 14 days in advance. In case of short notice the School has the right to deduct the Teacher's payment for the period of up to 14 days.

b. The School has the right to terminate cooperation with the Teacher by sending a termination notice effective immediately. The School has the right not to disclose the reason for such termination. In case of termination the Teacher's remuneration will be paid during 14 days following the termination date.

4.4. Lessons confirmation. The Teacher should confirm the lessons on time.

a. for the lessons booked for the nearest 7 days: confirm during 12 hours after booking;

b. for the lessons booked for more than 8 days in advance: confirm no later than 7 days before the start of the lesson;

4.5. Classroom attendance.

a. The Teacher should enter the virtual classroom no later than 60 seconds after the beginning of the lesson; leave the virtual classroom no earlier than 60 seconds before the end of the lesson. AllRight reserves the right to deduct payment for lessons that are shorter than 25 minutes or 55 minutes in length, as promised to the student.

b. The Teacher is required to maintain a lesson attendance rate of 98%. Failure to do so may result in disciplinary action or termination of these terms

4.6. Completing feedback.

a. The Teacher should complete lesson feedback after trial lessons no later than 1 hours after the lesson has finished.

b. The Teacher should complete the feedback reports about the Student's progress after 5/30/60 lessons no later than 12 hours after receiving the report form.

- c. The Teacher should complete lesson comments after paid lessons no later than 12 hours after the lesson has finished.
- d. In the case the student is absent from the class, the Teacher must stay in the classroom and wait for the duration of the lesson.
- e. In the case that the student was more than 5 minutes late or absent for the lesson, the Teacher must include such information in the comment after the lesson.
- f. In the case that the Teacher can see that the Student is trying to enter the virtual classroom, but there are technical issues, the Teacher must notify the admin within the first 5 minutes of the lesson, or of the occurrence; the Teacher should also include such information in the comment after the lesson.
- g. The School reserves the right to deduct payment for lessons in which the teacher has falsified information regarding student attendance or technical issues.

4.7. Getting trial lessons. The Teacher has the right to close and open his/her profile for new trial lessons by his/her own decision but not more often than once in 14 days. The School has the right to close and open the Teacher's profile for new trial lessons by its own decision based on the Teacher's rate, the Student's reviews or any other reasons.

5. Cancellations and deductions policy.

5.1. Cancellations made by the Student.

- a. The Student has the right to cancel a booked lesson 6 hours in advance or more with no charges.
- b. In case the Student cancels a lesson with short notice (less than 6 hours in advance) the Teacher gets 75% of compensation for the lesson.
- c. In case the Student doesn't show up to the 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 compensation for the lesson.

5.2. Cancellations made by the Teacher.

- a. The Teacher has the right to cancel a lesson 12 hours in advance or more with no deductions.
- b. In case the Teacher cancels a lesson (both confirmed or unconfirmed) less than 12 but more than 2 hours in advance, 50% of the Teacher's rate for the corresponding type of lesson will be deducted from the Teacher's remuneration.
- c. In case the Teacher cancels a lesson less than 2 hours in advance or is absent from the lesson, 100% of the Teacher's rate for the corresponding type of lesson will be deducted from the Teacher's remuneration.
- d. The Teacher has the right to appeal deductions made for short notice cancellations and absences within 7 days of the event and with sufficient evidence to support their appeal.

5.3. Late entrance and early leave. In case the Teacher enters the virtual classroom more than 60 sec after the start of the lesson or leaves the virtual classroom more than 60 sec before the end of the lesson, the School reserves the right to deduct up to 50% of the Teacher's rate for the corresponding type of lesson from the Teacher's remuneration.

5.4. Short notice on termination. In case the Teacher informs the School about his/her decision to terminate cooperation less than 14 days in advance, the School has the right to deduct the Teacher's remuneration for unfinished lessons for the period of up to 14 days.

5.5. Unfilled feedback reports. In case the Teacher has three or more unfilled trial lesson feedback reports, or student progress feedback reports on the Monday salaries are dispersed, his/her salary will be delayed until the next payment date, provided the feedback reports have been filled.

6. Privacy notice

In compliance with applicable US, EU and RF legislation the Teacher confirms that he voluntarily and on free of charge basis grants to the School consent for processing of any of his/her personal data (including last name, first name and middle name, residence address, bank details, passport details, identification number (registration number of tax payer's accounting card), telephone numbers, e-mail address, education details, including consent for collection, inclusion in the database, accumulation, storing, adaptation, renewal, use, deleting of the personal data from the database. His/her private information might be disclosed to state authorities upon legally binding request. The period for which the School may retain personal information about the Teacher will depend upon the term of our cooperation and legislative requirements.