



AllRight.com (hereinafter referred to as the “**School**”) is an online learning platform that connects students with English language teachers (“**Teachers**”).

The present Distance English Language Learning Agreement (hereinafter referred to as the “**Agreement**”) is a public offer.

## **1. General terms**

1.1. In accordance with the terms of this Agreement, the School, as the agent of the Teachers and on behalf of the Teachers, undertakes to provide the Customer with the services of distance learning in English language, personally to the Customer, or to another third party individual designated by the Customer as the intended recipient of the services (hereinafter, the Customer and the third party individual are cumulatively referred to as the “**Student**”), and the Student undertakes to accept these services and pay for them in accordance with the terms and conditions provided by this Agreement.

## **2. Lessons booking, cancellation and conducting**

- 2.1. The Student is entitled to one free trial lesson. If the Student did not show up for a free trial lesson without prior cancellation or rescheduling, then the lesson is considered to be conducted.
- 2.2. The lesson may be booked no later than 4 hours before the time scheduled for the lesson to start. The Student has the right to reschedule and/or cancel the lesson no later than 4 hours before the time scheduled for the lesson to start.
- 2.3. If the Student does not show up for the lesson or cancels it less than 4 hours before the scheduled start, then the lesson is considered to be conducted.
- 2.4. The Teacher has the right to cancel the lesson no later than 12 hours before the time that the lesson is scheduled to start. In that case, the lesson remains on the Student's balance and may be used in the future.
- 2.5. The lesson is considered to have been conducted properly if the Student fails to inform the School within 2 hours from the time that the lesson is scheduled to start that the lesson did not take place due to the fault of the Teacher.
- 2.6. Lessons that were not conducted due to the fault or neglect of the Teacher or due to technical issues on the part of the School shall be returned to the Student's balance.
- 2.7. If the Student is late for the lesson for 10 minutes or more, or if there are technical issues on the Student's part, the lesson is considered to be conducted.
- 2.8. The School, as a representative of the Teachers, has the right to refuse to provide services in the event of a Student's behavior that is contrary to the general rules of decency and respect, in particular when using obscene language, rude language against the Teacher or other Students if they also take part in the lesson.
- 2.9. Lessons from the 36 lessons package may be kept on the Student's balance for 12 (twelve) months from the purchase date and are credited to the bonus account in monetary equivalent afterwards. Lessons from the 72 lessons package may be kept on

the Student's balance for 24 (twenty-four) months from the purchase date and are credited to the bonus account in monetary equivalent afterwards. The monetary equivalent is calculated based on the price of the lesson at the time of payment for the package, excluding any promotional codes and discounts applied. The funds from the bonus account may be used in accordance with cl. 5.4. hereto.

### **3. Payment terms**

- 3.1. The lesson may be conducted only if it is paid for in advance. The price of each lesson depends on the level of the Teacher conducting the lesson. Up-to-date information on the lesson price is available on the School website. The School may offer a subscription or purchase of a lesson package with a special discount.
- 3.2. The School reserves the right to refuse to conduct a lesson before receiving payment confirmation.
- 3.3. The School, as an agent, has the right to inform the Customer of any changes to the cost of services by posting such information on the website of the School. The cost of the lessons already paid by the Customer may not be subject to change.
- 3.4. All payments shall be made to the School's account as agent for the Teachers and are considered to be effected at the time that the respective funds are transferred to the School's account and are received.
- 3.5. All necessary costs and expenses for the due operation of the Student's electronic and other devices (including but not limited to any costs charged by communication organizations) for the due and proper conduct of the lesson shall be on the Student's own account and shall be paid by him.
- 3.6. The School may offer installment payments through third parties such as Klarna, PayU, Monobank, or other similar services. In this case, the Customer undertakes to familiarize themselves with the terms of service provided by such third parties that offer the installment service, as well as the rules for refund, which may differ from the terms and conditions stipulated by the School.

### **4. Refund**

- 4.1. The cost of lessons which were not held may be refunded to Student within 28 days from the purchase in response to the Student's request ("Money-back guarantee").
- 4.2. Refunds are made to the same account from which the payment was made. If it's not possible, the Student and the School shall endeavor to find another method to process the refund that is satisfactory to both parties. When refunding funds, the actual price of one lesson at the time of purchase is used to calculate the cost of already completed lessons, without taking into account any possible discounts, promotional codes or other price reduction offers provided to the Student at the time of payment. Bonus lessons are non-refundable. In the event that a package of lessons was paid for and not a single lesson from this package was conducted, the full amount paid by the Customer shall be refunded.
- 4.3. Free group lessons, Speaking Clubs, resources available in the mobile app, and any other resources, facilities or services that the School provides for free may not be

refunded in cash or exchanged for individual lessons.

## **5. Subscription**

- 5.1. When purchasing the "Monthly subscription" service, the automatic processing of the monthly subscription fee is activated in the amount indicated on the School's website at the time of subscription. Automatic processing of the monthly subscription fee occurs at the time the subscription is purchased and every 30th day after the initial payment.
- 5.2. After the monthly subscription fee is paid, the Student gets access to the services provided by the subscription in accordance with the information provided on the School's website at the time of subscription. In case the scheduled payment fails to be effected, the provision of services shall be terminated.
- 5.3. If, at the time of the scheduled payment, the Student has not used all the lessons provided to them as part of the subscription, then these lessons are deducted from the Student's balance and credited to the bonus account in monetary equivalent . The monetary equivalent is calculated based on the price of the lesson at the time of payment for the subscription, excluding any promotional codes and discounts applied.
- 5.4. The funds from the bonus account may be used to purchase new lessons in the amount not exceeding 25% of the total cost of each purchase.

## **6. Confidentiality Policy and Intellectual Property**

- 6.1. The Student agrees not to exchange any other information with the Teacher except what is required for conducting the Lessons through the School's online platform.
- 6.2. The Student acknowledges that the Teacher provides his services through the platform of the School, which acts under express authority as the agent of the Teacher. The Student shall address all communications to the Teacher (including but not limited to any offers or requests) through the School and not the Teacher directly
- 6.3. The Student undertakes not to copy or transfer to any third parties educational or other materials received during the lessons
- 6.4. In case of breach of these confidentiality provisions, in particular, in case of payment for the Teacher's lessons bypassing the School, the School as an agent has the right to terminate the provision of any services to the Student under this Agreement, as well as to recover compensation for the damage caused and the amount of lost profits.
- 6.5. The content of the web-site, with the exception of educational materials, is the exclusive intellectual property of the School. The right to use content obtained in the process of providing services by the School is limited to use for personal non-commercial purposes and is not allowed for other purposes. In case of violation of copyright and other intellectual property rights, the Student is responsible in accordance with the current legislation on the protection of intellectual property.

## **7. Consent to the processing of personal data**

- 7.1. By agreeing to the terms and conditions of this Agreement, the Student gives their authorization and consent to the School as an agent to the Teachers to collect and process their personal data, as well as the personal data of persons under the age of

majority on whose behalf the Customer enters into a legal relationship.

- 7.2. The School collects, stores and processes only such data that is necessary for the provision of services under this Agreement, namely: name, age or date of birth; telephone numbers, e-mail address and other contact details.
- 7.3. By agreeing to the terms of this Agreement, the Customer grants the School the right to take a photo of the child for whom they enter into this Agreement. The photo may be used only to generate a report on the results of the lesson. The Customer may revoke their consent to the photo at any time.
- 7.4. Processing includes the collection, systematization, accumulation, storage, clarification (updating, modification), use, dissemination (including transfer, including transborder transfer of data), depersonalization, blocking, destruction of personal data, as well as provision to the subject of personal data commercial and informational information (including special offers and promotions) through various communication channels, including mail, SMS, e-mail, telephone. The Customer's consent to the processing of personal data is unconditional and may be withdrawn by them and/or the subject of personal data at any time with a written request sent to the email address indicated among the contact details of the School listed on the School website.

## **8. Other conditions**

- 8.1. This Agreement shall be governed by the laws of the State of Delaware, USA.
- 8.2. All disputes or disagreements arising between the Parties under this Agreement or in connection with it shall be settled through negotiations between them. The Party who claims a breach of any term of this Agreement shall inform in writing through electronic communication the other Party of such breach. In the event that within 15 (fifteen) calendar days the Party that sent the claim has not received a response, or in the event that within 15 (fifteen) calendar days from the date of receipt of the first response to the claim the Parties have not come to any agreement, the Party who claims the breach may pursue his claim in a court of law as prescribed under the terms of this Agreement
- 8.3. If it is impossible to resolve the dispute out of court, the parties refer the dispute to the appropriate competent court in the state of Delaware, USA.
- 8.4. This Agreement shall enter into force upon its conclusion, i.e., once the student registers with the website.
- 8.5. The School notifies Students about changes and additions to this Agreement by posting the latest version of the Agreement on the School web-site. Continued use of the School services means the Student's acceptance of the new version of the Agreement. If the Student does not agree to the new terms, they must stop using the School services.

Allright.com hosts services provided by Allright Limited, Virtual Mentor, Inc., and AReduction OÜ. Information about service providers according to the conditions:

If the first payment by the Client was processed before January 1, 2022. Virtual Mentor Inc.

Address: 251, Little Falls Drive, City of Wilmington, County of New Castle, Delaware,

19808, USA Registration number 5839305

If the first payment by the Client has been processed since January 1, 2022. Allright Limited

Address: 67 Kennedy Avenue,

Athienitis Kennedy Park, 4th Floor, Office 401, 1076 Nicosia, Cyprus

Registration number HE 418328

If the Customer has chosen to pay with Klarna, regardless of the date of payment:

AREducation OÜ

Address: Tornimäe tn 5, Tallinn, Harju maakond, 10145

Registration number 16509668