

TERMS OF SERVICE

Last updated: September 9, 2024

Welcome to Learnlink.com, an internet platform that connects Users (Learners, Tutors, and Authors) and facilitates their interaction. Please ensure that you carefully read and fully understand this Terms of Service (hereinafter referred to as the “User Agreement” or the “Agreement”) before using our Platform.

1. Agreement Acceptance

This User Agreement governs your use of the Learnlink.com website, its subdomains, integrated software ("the Platform" or "the Website"), related mobile application, and associated services (collectively, "the Services"). This User Agreement outlines your rights, obligations, and restrictions as a user or visitor. By accessing or using the Platform, you signify your consent to be bound by This User Agreement in their entirety. If you do not accept any part of this User Agreement, you must immediately discontinue use of the Platform.

Your use of the Platform is conditional upon your acceptance of this User Agreement and any other rules or policies published on the Website or otherwise made available to you by Learnlink, which are considered an integral part of this Agreement. You agree to use the Platform in accordance with all applicable laws and regulations. Failure to adhere to these Terms may result in the suspension or termination of your account and access to the Platform. If you disagree with any part of these Terms at any point, you must not access or use the Platform.

This Agreement is a legally binding contract between you and Learnlink Limited, HE 464250 a legal entity registered in Cyprus at Vasili Michailidi, 9, 3026, Limassol, including its affiliates or counterparties ("Learnlink", "we", "the Company"). By accessing and using the Platform, you enter into this Agreement with the Company under this User Agreement. If you do not agree with any part of this Agreement, you are not authorized to obtain information from or otherwise continue using the Platform.

2. Individual Agreements

If you enter into a separate agreement with the Learnlink regarding a use of the Platform (such as a partnership agreement, or any other individualized contract), the terms of that separate agreement will take precedence over any conflicting terms in this User Agreement. In the event of any conflict between the terms of this User Agreement and the terms of any individual agreement you have entered into with the Platform, the terms of the individual agreement shall govern.

3. Amendments and Modifications

Learnlink reserves the right, at its sole discretion, to amend or modify this Agreement at any time, by posting a revised version on the website and by notifying you through the Platform, or via email address associated with you in case of material change hereto. The latest version is published on this page. For the purpose of this Agreement “amendments and modifications” shall be interpreted broadly and shall include any and all modifications, amendments, revisions, and restatements whatsoever, including adding or removing any portions of this Agreement.

We encourage you to review this page regularly. If you do not agree with any amendments, you may terminate this Agreement by ceasing to use the Services and notifying Learnlink of

your termination or by deleting your account. Your continued use of the Services after any amendments signifies your acceptance of the updated terms.

4. Definitions

"Learner": a registered user, whether an individual or a legal entity (corporate Learner), of the Platform seeking online teaching and tutoring services using the Platform.

"Tutor": a registered user, whether an individual or a legal entity, providing online teaching and tutoring services via the Platform.

"Author": a registered user, whether an individual or a legal entity, that creates and manages educational content and/or courses available on the Platform.

"Platform": the online service (website) Learnlink.com, including its subdomains and integrated software, which connects Learners, Tutors, and Authors and facilitates their interaction.

"Course": a structured program of study created by an Author and made available on the Platform for Tutors to facilitate teaching services to Learners. This may include a series of lessons, materials, assessments, and other educational content.

"Subject": a specific area of knowledge or academic discipline in which tutoring services are provided by Tutors on the Platform. This may include, but is not limited to, topics such as mathematics, science, languages, and other educational fields.

"User": any person who accesses and/or uses the Platform, including Learners, Tutors, and Authors.

"KYC Procedures": Know Your Customer processes conducted for verifying the identities of Tutors and Authors registering on the Platform.

"Value-Added Tax (VAT)": VAT is a consumption tax placed on a product whenever value is added at each stage of the supply chain, from production to the point of sale. The amount of VAT that the user pays is on the cost of the product, less any of the costs of materials used in the product that have already been taxed. This tax is levied on the price of a product or service at each point of sale where value has been added.

5. Services

You may access and/or use the Platform as:

- (i) a visitor of the Platform;
- (ii) Learner;
- (iii) Tutor; or
- (iv) Author.

Learnlink provides to users the following Services:

- (i) granting access to the Platform for visitors, Learners, Tutors and Authors,
- (ii) connecting Learners, Tutors and Authors for online teaching and tutoring services,
- (iii) facilitating interaction between Learners, Tutors and Authors, including payments, and
- (iv) providing customer support and related services.

LEARNLINK DOES NOT OFFER TEACHING OR TUTORING SERVICES, NOR DOES IT PRODUCE ANY EDUCATIONAL CONTENT PUBLISHED ON THE PLATFORM. All teaching and tutoring services available on the Platform are provided directly by Tutors, and all educational content is supplied by Authors and Tutors in accordance with this Agreement and other relevant legal documents published on the Website.

Users and visitors are responsible for obtaining and paying for any equipment or internet services needed to access the Platform.

Learnlink reserves the right to modify, suspend, or discontinue the Platform or any of its Services, in whole or in part, at any time and for any reason, without prior notice. The Platform may also experience periodic downtime due to maintenance, equipment failures, or other reasons. Learnlink may, from time to time, provide access to third-party services and products or its own additional services and products. You acknowledge that the Platform is continually evolving, and the form and nature of the Services may change at any time without notice. Any new features that are added to the Services shall be subject to this Agreement.

6. Platform Access and User Eligibility

6.1. Eligibility

The Platform and Services may only be used by individuals who are 18 years or older and capable of entering legally binding contracts under applicable law. By accessing the Website and creating an account, you represent and warrant that you are at least 18 years old.

Minors under the age of 18 may only use our Services in conjunction with, and under the supervision of, a parent or legal guardian. The parent or legal guardian are fully responsible for all activities related to the use of the Services by such minors. Therefore, if you are a parent or legal guardian of a minor, you should monitor and control their use of the Platform.

Without prejudice to the provisions of this clause, if, under applicable law, you are unable to enter into legally binding contracts or use the Services (e.g., due to age, mental capacity, or legal restrictions), you must immediately cease using the Platform. Non-compliance with this requirement may result in the suspension or termination of your account and access to the Services.

By using the Services, you confirm that your use is lawful and in compliance with applicable laws, as well as the restrictions set forth in this Agreement and any related documents.

6.2. Public pages

The Platform features an online catalogue of Tutors and Tutors' profile pages, which include the Tutor's name and surname, photo and/or video, experience, education, certificates, brief personal information, calendar of available for booking classes, the subjects they teach and prices for their teaching services. Tutors are responsible for filling in their own pages, and any changes are subject to moderation by the Platform.

The Platform also hosts an online course catalogue and courses' pages, which may contain the course title, subject, video/photo and other content, a description, promo, information about the Author (at the Author's discretion), a list of Tutors available to teach the course and prices for relevant course/lessons. Authors are responsible for promotion their course pages, with all changes subject to moderation.

Each Author has a dedicated Author's page that includes information about the Author and a list of their courses. Authors manage their own content, which is moderated by the Platform.

6.3. Registration and Verification Process and User's personal accounts

6.3.1. Common Terms

To register as a Learner, Tutor, or Author and to create your personal account, you must meet both of the following criteria:

- (i) Provide Accurate Information: You must provide accurate and truthful information during registration.
- (ii) Compliance: You must comply with all applicable laws and the Platform's rules and requirements.

To use certain features of the Platform, you must first register and create a user account. Your account will be set up using the personal information you provide. It is important to note that you are allowed to have only one active account per role (Learner, Tutor, Author) at a time. By registering, you agree to provide accurate, up-to-date, and complete information and to promptly update this information as needed to ensure it remains accurate and current.

You are responsible for keeping your password secure. You agree not to share your password with anyone else and acknowledge that you are solely responsible for all activities and actions taken under your account, whether or not you have authorized them. If you become aware of any unauthorized use of your account, you must notify us immediately.

6.3.2. Learner Registration

During registration and verification as Learner, the Platform may request the following information, which you shall provide as applicable:

- Your personal identification information, e.g., your name (for individuals) or a name of a company (for legal entities), valid ID-number (for individuals) or registration number (for legal entities), country of residence, date of birth (for individuals);
- Information about your minor child or employees (applicable), e.g. names, date of birth;
- Your contact information, e.g. email, address, phone number, social media and/or messaging app contacts, preferred language(s) of communication for you, your employees or your minor child; and
- Your tax information, e.g. country of tax residence (if applicable), valid VAT-number (if applicable).

You also might be asked to provide details regarding:

- Your language skills,
- Areas of interest for learning, and
- Your level of knowledge in specific subjects.

6.3.3. Tutor and Author Registration and Verification

During registration as Tutor or Author, the Platform may request the following information, which you shall provide as applicable:

- Your personal identification information, e.g., your name (for individuals) or a name of a company (for legal entities), valid ID-number (for individuals) or registration number (for legal entities), country of residence, date of birth (for individuals);
- Your contact information, e.g. email, address, phone number, social media and/or messaging app contacts;
- Your tax information, e.g. country of tax residence (if applicable), valid VAT-number (if applicable);
- Information about your education and certifications or CV (for individuals), company's experience and achievements (for legal entities)

You also might be required to upload the following documents:

- A copy of your government-issued IDs (passport, ID-card or driving license) (for individuals) or a certificate of incorporation (for legal entities),
- Proof of your address dated within the last three months, e.g., a utility bill in your name (for individuals) or a certificate of registered office (for legal entities),
- Copies of documents proving your education (e.g., diplomas, certificates), and
- A copy of your professional license (if applicable).

Upon completing the verification procedure, Tutors and Authors receive a special badge on their profiles. Uploaded documents used for verification are deleted from our servers, unless

they are part of the educational credentials or licenses that you choose to display publicly on your personal page.

Without prejudice to what is stated in this clause, Learnlink does not endorse or make any representations or warranties regarding the accuracy, completeness, and reliability of any information provided by the Tutor or the Author within the verification procedure.

6.3.4. KYC Procedures

Registration of Tutors and Authors may include Know Your Customer (KYC) procedures, conducted by Learnlink or a third party. This may require you to submit additional information and documents, such as (but not limited to):

- A copy of the shareholder's certificate,
- Copies of valid government-issued IDs (passport, ID-card or driving license) of directors and the secretary of a company, and
- Proof of address for directors and the secretary of a company.

By registering on the Platform, you consent to and agree to provide any information required by KYC procedures. Learnlink reserves the right to refuse registration or terminate your access to the Platform if you fail to provide the required information for KYC compliance.

6.3.5. Additional Requirements

Registration of Tutors and Authors may also include an interview and submission of a video presentation.

6.3.6. No Endorsement

THE PLATFORM DOES NOT ENDORSE OR GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION PROVIDED BY USERS, INCLUDING THEIR BACKGROUND, SKILLS, OR COMPETENCE. THE PLATFORM DOES NOT CONFIRM THE IDENTITY OF EACH USER AND DOES NOT PERFORM CRIMINAL BACKGROUND CHECKS. LEARNLINK DISCLAIMS ANY RESPONSIBILITY FOR, AND WILL NOT BE HELD LIABLE FOR, ANY INTERACTIONS YOU HAVE WITH OTHER USERS, BOTH ONLINE AND OFFLINE, AS WELL AS THE CONSEQUENCES OF THOSE INTERACTIONS, WHICH ARE ENTIRELY AT YOUR OWN RISK.

WHEN ENGAGING WITH OTHER USERS, IT IS IMPORTANT TO USE CAUTION AND COMMON SENSE, JUST AS YOU WOULD WHEN DEALING WITH STRANGERS IN ANY OTHER SITUATION. IF YOUR CHILDREN USE THE SERVICES, PLEASE MONITOR THEIR ACTIVITIES AND ENSURE THEY UNDERSTAND HOW TO INTERACT SAFELY ONLINE.

BY USING THE PLATFORM OR ITS SERVICES, YOU ACKNOWLEDGE THAT ANY LEGAL CLAIMS OR LIABILITIES YOU WISH TO PURSUE REGARDING THE ACTIONS OR OMISSIONS OF OTHER USERS OR THIRD PARTIES MUST BE DIRECTED AT THAT USER OR THIRD PARTY RESPONSIBLE. YOU AGREE NOT TO HOLD THE PLATFORM OR THE LEARNLINK LIABLE FOR SUCH ACTIONS OR OMISSIONS.

6.4. Access to Personal Accounts

6.4.1. General Account Management

The Platform reserves the right to modify, update, or change the functionalities and interface of user accounts at its sole discretion. This includes the addition, replacement, or deletion of features within user accounts. Such changes may be implemented without prior notification or consent. Users acknowledge that continued use of the Platform after such changes constitutes acceptance of the modifications.

6.4.2. Account Features

User accounts are tailored to support specific functionalities for Learners, Tutors, and Authors, which may include:

- **Personal Information Management:** Tools for updating personal information relevant to user roles.
- **Lesson and Content Management:** Capabilities for managing lessons and educational content.
- **Communications:** Tools for facilitating communication between users.
- **Financial Transactions:** Features for handling payments and financial records.
- **Access Controls:** Management of access to various Platform resources.

6.4.3. User Responsibility for Account Content

Users are solely and fully responsible for the accuracy, legality, and compliance of all information they provide and publish through their accounts. This includes personal details, educational content, and any communications made via the Platform. Users must ensure that all content adheres to applicable laws and Platform policies.

6.4.4. Public Profile Information

As part of using the Platform, Tutors and Authors are required to create a public profile. The information you provide in your public profile, such as your name, photo, educational background, and any other professional details, will be visible to all users of the Platform and may also be accessible to non-registered visitors. This visibility helps facilitate interactions within our educational community by allowing Learners to make informed choices based on transparent and accessible information.

By registering as a Tutor or Author and providing details for your public profile, you expressly consent to the public display of this information. It is your responsibility to ensure that the information you submit is accurate and kept up-to-date.

You retain control over what information is included in your public profile, except for essential details required for the operation of the Platform. We are committed to ensuring the security of your data and will implement appropriate measures to protect it. However, please be aware that information disclosed in public areas of the Platform can be accessed, used, and stored by other users or third parties. We cannot control nor are we responsible for the actions of third parties who access public information.

6.4.5. Notification of Significant Changes

While routine updates to the Platform may occur without prior notice, the Platform commits to informing users of significant changes to account functionalities that could materially affect their use of the services.

6.4.6. Account Termination

WE RESERVE THE RIGHT TO TERMINATE OR SUSPEND USER ACCOUNTS FOR VIOLATIONS OF THIS AGREEMENT OR ACTIONS THAT COULD HARM THE PLATFORM OR ITS USERS. UPON TERMINATION, ACCESS TO ALL SERVICES AND STORED CONTENT WILL BE REVOKED.

7. How It Works

The Platform provides software, tools and infrastructure to connect Learners, Tutors, and Authors and facilitate educational interactions, including payments. Below is an outline of the processes, roles, and responsibilities of each participant:

7.1. Learner's Journey

7.1.1. Discovering Courses and Tutors

A Learner explores the Platform, browsing course pages or Tutor profiles for subjects of interest. If the Learner finds a suitable course or Tutor, they can submit an application by filling in a form on the Platform. Alternatively, the Learner may submit an application through an external website (such as an Author's website), which is then integrated with the Platform.

Learners are responsible for selecting Tutor suitable for their learning goals. They may study Tutor's profile page, the information about their education and experience, as well as reviews from other Learners.

7.1.2. Accessing Personal Account

After submitting the form, the Learner gains access to their personal account. Here, they can choose lesson times, select a Tutor, enroll in a course, and provide additional personal information to enhance their learning experience.

7.1.3. Trial lesson

Depending on the Tutor's or Platform's policy, the Learner may be offered a trial lesson at no cost, at a discounted rate, or at the full lesson price. This lesson could be conducted by either the selected Tutor or a Platform-appointed consultant, who will explain the Platform's functionality and provide information about the courses. The trial lesson can range from 25 minutes to 1 hour, depending on the Platform's or Tutor's policy.

7.1.4. Lesson Packages

Learner may choose a package of lessons (a stated amount of private (1-on-1) lessons with the chosen Tutor that can be scheduled within a defined timeframe, e.g., 8 lessons in 4 weeks, 64 lessons in 6 months, etc.) at a price specified on the Tutor profile page. Tutors may offer different package prices and special promotional offers, which will be governed by the terms specified at the time of the offer.

The lesson cost is predetermined and deducted from the Learner's balance after each conducted lesson.

If unforeseen and insurmountable circumstances prevent the completion of lessons within the defined timeframe, Learner may request an extension or modification of the terms. Such extension or modification can be made at Tutor's discretion, but the Tutor is not obliged to do so.

7.1.5. Payments

Payment processing on Learnlink is handled by third-party processors, including but not limited to Stripe, PayPal, and Wise. This allows us to:

- Invoice Learners without directly handling or storing their credit/debit card information.
- Facilitate payouts to Tutors and Authors.

A payment made by a Learner through Learnlink shall fulfill the Learner's financial obligation to the Tutor for services provided via the Platform.

All billing information provided for the payment of lessons or services on Learnlink is processed exclusively by our third-party payment processors. Learnlink does not collect, store, or directly process your billing information.

You understand and confirm that the security of your billing information is managed by these third-party payment processors according to their own terms, conditions, and privacy policies, which supplement our policies. We are not responsible for any failures by these third parties to adequately protect your billing information.

Learnlink reserves the right to change payment processing vendors and may require them to transfer your information to other service providers who use secure socket layer technology or other comparable security technology to encrypt your information.

Available payment methods on the Platform include:

- Visa/Mastercard;
- PayPal;

All payments for use of the Platform and teaching services are transacted through the Platform. Learners are responsible for all transaction fees associated with their payments for using the Platform and teaching services.

7.1.6. Lesson Scheduling and Participation

Once the package is purchased, Learner books lessons with a selected Tutor using the calendar to choose from available times. Learner then awaits confirmation from Tutor and, after finalizing the schedule, attends the lessons accordingly.

Cancellation or rescheduling of a lesson is permitted no later than 12 hours before the scheduled time.

If Learner fails to cancel the lesson within the specified timeframes, arrives late, or does not attend, the lesson shall be considered as conducted and will be charged in full.

In the event of Tutor's failure to attend a lesson, the Platform may offer Learner an alternative Tutor to conduct the lesson, depending on the availability of other Tutors at the scheduled time. Learner may choose to have the cost of the lesson refunded or to reschedule the lesson with the same Tutor or another available Tutor.

7.1.7. Refund

Learners are entitled to cancel their lesson package and request a full refund within 14 days of purchase, provided that no lessons within the package have been attended.

If a Learner wishes to request a refund for unused lessons within an already started package, they may do so within 60 calendar days from the date of payment, subject to the specific terms and conditions set by Learnlink.

Refunds are processed to the original method of payment and are subject to the operational and processing capabilities of third-party payment services. Learnlink is not responsible for any fees or charges applied by banks or payment processors during the refund process, nor will such costs be covered by Learnlink.

The speed of the refund process and the availability of funds are dependent on the policies of Learner's bank. The refund amount is subject to the exchange rate of EURO or USD to Learner's local currency at the time the refund is processed. Only one refund is allowed per refund request.

No refunds will be provided if:

- Users lose or forget their login credentials, resulting in data loss, temporary loss of account access, or any related inconvenience.
- Users experience connectivity issues due to lack of internet access, device resets, or system updates.

To the fullest extent possible by law, any refunds at any time are at our sole discretion.

7.1.8. Representations

If you use the Services as Learner you agree and undertake:

- (i) to honor the commitments you make to Tutor or to Author via the Platform;

- (ii) you will not circumvent or manipulate the fee structure, the billing progress, or the fees owed to Tutor or Author;
- (iii) to use good faith efforts to interact with Tutors and Authors.

7.2. Tutor's Role and Responsibilities

7.2.1. Common terms

Tutors have the flexibility to provide their teaching services using either their own educational materials or those provided by Authors on the Platform.

When provide teaching services, Tutors enter directly into contracts with Learners, managing the educational process and taking full responsibility for the quality and discipline of the instruction provided.

Tutors set out lesson prices, adhering to the Platform's guidelines. Tutors may offer various lesson package prices as well as special promotional pricing or terms, which must be clearly outlined at the time of the offer. Prices for Tutor's services shall be clearly specified on Tutor's profile. Periodic offerings may be also detailed on the relevant Platform pages.

When using educational content created by Author, which may include ready-made courses, programs or educational content on various subjects, Tutors can agree to the recommended lesson price set by Author to be listed in the course.

In case of using Author's content Tutor pays the Author's commission or makes a onetime payment depending on Author's offer. Additionally, Tutor agrees to provide time to time Author with access to the recordings of Tutor's lessons associated with Author's course in order to monitor and improve a quality of Author's educational content.

For the avoidance of any doubts, Tutors operate as independent contractors and are not employed neither by Learners, nor by Authors, nor by Learnlink. They are expected to maintain professional standards and ensure compliance with the educational requirements of both independently created and Author-developed courses. Tutors' adherence to these guidelines is essential for maintaining their standing and visibility on the Platform.

7.2.2. Lesson Management

Tutors manage their lesson schedules through their personal accounts, where they can view and respond to lesson requests from Learners. Upon receiving a request, Tutors have the option to accept or reject it based on their availability and compliance with the Platform's standards and applicable regulations. Acceptance of a lesson request signifies Tutor's commitment to conduct the lesson as per the agreed terms with Learner.

Tutors may cancel lessons without penalty if done at least 48 hours in advance. For cancellations or rescheduling within 48 hours of the scheduled start, Tutors must obtain written consent from Learner, providing evidence of this agreement to the Platform if assistance is required for rescheduling. Cancellations less than 12 hours but more than 2 hours in advance will incur a penalty of 50% of the lesson's price, while cancellations less than 2 hours in advance or no-shows will incur a 100% penalty. Fines are automatically deducted from the Tutor's payments, with the option for Tutors to appeal these penalties within 7 days, provided sufficient justification is presented.

Tutors are responsible for maintaining a high standard of discipline, professionalism, and educational integrity during all lessons. They must create a positive and respectful learning environment, ensuring that all Learners feel safe, engaged, and supported. Tutors agree not to offer or provide tutoring services or accept payments directly from Learners outside of the Platform's approved channels. Any disruptive behavior, unprofessional conduct, or failure to maintain a constructive learning atmosphere may result in disciplinary actions, including temporary suspension or permanent removal from the Platform.

Tutors are required to manage their lesson schedules proactively, ensuring availability at the agreed-upon times. They must update their availability and notify Learners promptly of any changes. Repeated cancellations, no-shows, or significant lateness without a valid reason may lead to penalties, including but not limited to reduced Tutor ratings, bans from particular Learners and/or Authors, or suspension or termination of their account and access to the Services.

Tutors have the authority to grant extensions or modify the terms of lesson packages if unforeseen circumstances, such as illness or significant personal emergencies, prevent lessons from being completed within the initially agreed timeframe. While not obligated, Tutors are encouraged to consider reasonable requests for extensions to foster a supportive and flexible learning environment. This discretion supports maintaining positive learner relationships and ensures educational continuity.

7.2.3. Lesson Delivery and Conduct

Tutors are required to maintain a lesson attendance rate of at least 98%. Failing to meet this requirement may result in the termination of their access to the Platform and to the Services.

If Tutor enters the virtual classroom more than 60 seconds after the lesson has started or exits more than 60 seconds before it ends, the Platform reserves the right to deduct from Tutor's net payouts for the relevant type of lesson.

Tutors shall maintain a high standard of professionalism and educational integrity. This includes creating a supportive and respectful learning environment. They must not engage in any activities that could harm the learner's experience or the Platform's operations, including unauthorized direct transactions with Learners.

AS A TUTOR, YOU AGREE NOT TO SOLICIT OR ACCEPT PAYMENTS DIRECTLY FROM LEARNERS OUTSIDE THE AUTHORIZED CHANNELS OF THE PLATFORM. YOU ALSO AGREE NOT TO OFFER OR PROVIDE TO LEARNERS TEACHING SERVICES INDEPENDENTLY IN A MANNER THAT CIRCUMVENTS THE PLATFORM'S ESTABLISHED PAYMENT SYSTEM OR FEE STRUCTURE.

The Teachers should master the modern teaching technologies and methods and apply them during lessons. Tutors shall regularly review and update their teaching materials to ensure they are accurate, relevant, and aligned with the subject and to adhere to the highest educational standards. Failure to maintain updated materials or meet the educational standards may result in reduced course ratings, negative feedback, and potential suspension from teaching.

Tutors are expected to provide timely and constructive feedback on Learners' progress through their personal account. This includes tracking Learners' development, identifying areas for improvement, and offering guidance to help them achieve their learning goals. Neglecting to provide adequate feedback may impact the Tutor's rating and could lead to restrictions on their ability to attract new Learners.

Any failure to adhere to these responsibilities, including maintaining discipline and professionalism, may result in a range of sanctions. These can include warnings, temporary suspension of teaching privileges, financial penalties, or permanent removal from the Platform. The severity of the sanction will depend on the nature and frequency of the non-compliance.

Tutors are expected to uphold the highest standards of professionalism and educational integrity, as these are critical to maintaining the trust and satisfaction of Learners and the overall quality of the Platform. Tutors acknowledge and consent that the Platform may use details of their tutoring services for promotional purposes without additional compensation.

7.2.4. Payments and Taxes

To receive payments, Tutors shall link their preferred payment methods to one of the secure third-party payment processors available on the Platform. Tutors receive payments only for the conducted lessons.

For the purposes of this clause, the lesson cost is determined by dividing the cost of the purchased package by the number of lessons it contains. The Platform manages the financial transactions, ensuring that Tutors receive payments after the deduction of all relevant commissions and applied fines/penalties (if any).

When using the Author's educational content, the Tutors pays an Author's commission or make a onetime payment, determined by Authors.

All Tutors pays a commission to the Platform for using the Platform's software, tools, and infrastructure. The commission rate is determined by the Platform and may be revised and changed at the Platform's discretion. The platform's commission is deducted from the lesson cost after deduction of the Author's commission.

After deduction of the Author's commission and the Platform's commission the Platform deducts applied fines/penalties (if any).

The remaining amount is transferred to the Tutor. Payments are credited to the Tutor once every two weeks. The Platform reserves the right to change the payment transfer schedule at its discretion.

Please note that third-party payment processors may charge a fee for every transaction. Such transaction fees shall be deducted from the respective payout amount and will be displayed within the Platform functionality.

Tutors are solely responsible for determining, collecting, reporting, and remitting any and all applicable taxes related to the income they earn through the Platform. This includes, but is not limited to, income tax, value-added tax (VAT), sales tax, and any other taxes imposed by relevant governmental authorities. The Platform does not assume any responsibility for Tutor's tax obligations and will not provide tax advice or handle tax filings on behalf of the Tutor. It is Tutor's duty to ensure full compliance with all tax laws and regulations in their jurisdiction.

Tutors whether they are individuals or legal entities, are individually responsible for complying with their own VAT and tax obligations in relation to the fees they receive from Learners or other Tutors through the Platform. This includes determining, charging, and remitting any applicable VAT on the payments they receive for their services. If you are a physical person (individual) who is not VAT-registered, you may not be required to charge VAT on your services, but you must ensure compliance with your local tax laws. Learnlink shall not be responsible for calculating, collecting, or remitting VAT on behalf of Tutors for these transactions.

7.3. Author's Role and Responsibilities

7.3.1. Content and Course Management

Authors create and upload their courses, programs and educational content on the Platform, offering Tutors the opportunity to teach their courses and programs and/or use this content for teaching services in exchange for an Author's commission or a onetime payment. Authors are responsible for managing all aspects of their courses, including lesson materials, course descriptions, promotional content. Authors set out recommended prices for their courses/lessons and commission rates for using their educational content. Authors may offer various price options as well as special promotional pricing or terms, which must be clearly outlined at the time of the offer. Authors may revise and change their commission's rates and recommended prices for their courses/lessons with prior notification to Tutors.

Author has the authority to decide when to make available their courses for applications from new Tutors and when to close them to new entries.

Authors shall ensure the accuracy, relevance, and quality of their content and that all content they place on the Platform adheres to the following requirements:

- Content must not violate the copyrights, moral rights, or any other intellectual property rights of third parties. Authors must either own the rights to the content they upload or have obtained all necessary permissions and licenses to use the content on the Platform.
- All content must be original or properly attributed if sourced from third parties. Plagiarism or unauthorized use of copyrighted material is strictly prohibited.
- Content must respect the privacy rights of individuals. Authors must ensure that any personal data or identifiable information included in their content is used in compliance with applicable privacy laws and has been obtained with the necessary consents.
- Content must not include material that is defamatory, obscene, offensive, or otherwise inappropriate. Authors should ensure that their content aligns with community standards and promotes a positive learning environment.
- Content must comply with all applicable laws and regulations. Authors are responsible for ensuring that their content does not promote or engage in illegal activities, hate speech, or discrimination.

Failure to comply with these requirements may result in the removal of the content, suspension of the Author's account, and/or other legal consequences. The Platform reserves the right to review content for compliance but does not assume responsibility for any violations; full responsibility lies with the Author.

While the Platform reserves the right to review and moderate the content, it is under no obligation to do so, and the Author retains full responsibility for the content they provide.

7.3.2. Course Deletion Procedure

Unless otherwise provided for in the individual contract between Author and Learnlink Author may request to delete a course and its associated content from the Platform, subject to the following conditions and procedures:

- **Active Lessons:** Author cannot delete a course while there are active lessons or ongoing courses that have been paid for by Learners. All active lessons must be completed before the course can be deleted.
- **Cessation of Onboarding:** Before initiating the deletion process, Author must cease onboarding new Tutors and Learners to the course. This includes stopping any new enrollments and preventing the addition of new Tutors to the course.
- **Notification Requirement:** Author is required to notify all current Tutors involved in the course, as well as the Platform, of the intent to delete the course at least 90 calendar days in advance. This notification period is designed to ensure that all parties have sufficient time to make necessary adjustments and complete any outstanding commitments.
- **Finalization:** During the 90-day notification period, the course will remain available to existing Learners and Tutors, but no new enrollments or additions will be allowed. After the completion of this period and the fulfillment of all active lessons, the Platform will proceed with the deletion of the course and its content.

7.3.3. Direct Sales of Digital Products

Authors may sell some digital products, such as self-study guides, directly to Learners without involving Tutors. In this case, Author sets the price for these products and receives payment from the Learners via the Platform.

7.3.4. Interaction with Tutors

Upon application of Tutor, Author may authorize or refuse Tutors' access to courses and associated educational materials. Authors may create conditions governing such access, which include determining of Author's commission rates. Authors may revoke a Tutor's access for failure to adhere to these conditions or under request of Tutor.

Authors manage the list of Tutors displayed on the course pages, including those Tutors who have agreed to the recommended course price.

Authors are authorized to periodically access recordings of Tutor's lessons associated with their courses to monitor and enhance the quality of the educational content and the integrity of the teaching methods used.

Authors may provide answers to Tutors' questions regarding the provided materials and offer consultation to ensure Tutors are well-equipped to deliver the course content effectively.

In their interactions with Tutors, Authors are expected to act with honesty and good faith, maintaining transparent and fair relationships. Upon accepting a Tutor to teach their course, Authors enter into a binding agreement with Tutor, regarding a license to use Author's educational content and commission structure.

For the avoidance of any doubts, Unless otherwise specified by individual agreement, Authors, Tutors, Learners and Learnlink operate as independent contractors and do not enter into employment relationship while using the Platform.

AS AN AUTHOR, YOU AGREE NOT TO SOLICIT OR ACCEPT PAYMENTS DIRECTLY FROM TUTORS OUTSIDE THE AUTHORIZED CHANNELS OF THE PLATFORM. YOU ALSO AGREE NOT TO OFFER OR PROVIDE TUTORS WITH ACCESS TO COURSES AND EDUCATIONAL CONTENT INDEPENDENTLY IN A MANNER THAT CIRCUMVENTS THE PLATFORM'S ESTABLISHED PAYMENT SYSTEM OR FEE STRUCTURE.

7.3.5. Payments and Taxes:

To receive payments, Authors shall link their preferred payment methods to one of the secure third-party payment processors available on the Platform. Tutors pay the Author's commission, calculating from cost of each lesson conducted using the Author's educational content. Author may also receive onetime payments for their products from Tutors and from Learners. The Platform manages the financial transactions, ensuring that Authors receive payments after the deduction of all relevant commissions.

All Authors pays a commission to the Platform for using the Platform's software, tools, and infrastructure. The commission amount is determined by the Platform and may be revised and changed at the Platform's discretion.

The Platform deducts the Platform's commission from the amount of Author's commission or onetime payment and transfers the remaining amount to the Author. Payments are credited to the Author once every two weeks. The Platform reserves the right to change the payment transfer schedule at its discretion.

Please note that third-party payment processors charge a fee for every transaction. Such transaction fees shall be deducted from the respective payout amount and will be displayed within the Platform functionality.

Authors are solely responsible for determining, collecting, reporting, and remitting any and all applicable taxes related to the income they earn through the Platform. This includes, but is not limited to, income tax, value-added tax (VAT), sales tax, and any other taxes imposed by relevant governmental authorities. The Platform does not assume any responsibility for the Author's tax obligations and will not provide tax advice or handle tax filings on behalf of the Author. It is the Author's duty to ensure full compliance with all tax laws and regulations in their jurisdiction.

Authors, whether they are individuals or legal entities, are individually responsible for complying with their own VAT and tax obligations in relation to the fees they receive from Learners or other Tutors through the Platform. This includes determining, charging, and remitting any applicable VAT on the payments they receive for their services. If you are a physical person (individual) who is not VAT-registered, you may not be required to charge VAT on your services, but you must ensure compliance with your local tax laws. Learnlink shall not be responsible for calculating, collecting, or remitting VAT on behalf of Authors for these transactions.

7.4. Platform's Role

7.4.1. Facilitation and Support:

Learnlink operates as an IT infrastructure service provider that makes available the Platform to connect Learners, Tutors and Authors and facilitate their interactions with the aim of learning, providing teaching and tutoring services, promoting and selling courses and educational content. For that purpose, the Platform provides Services and software, tools and infrastructure such as personal accounts, video-rooms, chats, calendars, statistics, etc.

Learnlink reserves the right to modify, suspend, or discontinue the Platform or any of its Services, in whole or in part, at any time and for any reason, without prior notice. The Platform may also experience periodic downtime due to maintenance, equipment failures, or other reasons. Learnlink may, from time to time, provide access to third-party services and products or its own additional services and products.

Learnlink and the Platform do not provide teaching or tutoring services, nor do they create or deliver educational content. Learnlink does not engage directly in interactions between Learners, Tutors, and Authors, except as deemed necessary to ensure compliance with this User Agreement, enhance Services, facilitate a refund, or address complaints.

7.4.2. Payment for Using the Platform and the Services (Platform's commission):

Tutors and Authors are required to pay a commission for utilizing the Platform's services, tools, and infrastructure. This commission is deducted from the payments received for lessons, courses, or any other educational products sold through the Platform. The commission rate is determined by the Platform and may be subject to change at the Platform's discretion. The Platform will provide prior notice of any changes to the commission rate. Users are responsible for reviewing and agreeing to these terms as a condition of continued use of the Platform's services.

Learnlink may, at its discretion, offer various temporary or permanent discounts and referral programs to Users to enhance their experience and promote the growth of the Platform. These incentives may include reduced fees or commissions for certain services, promotional rates, or credits for referring new Users to the Platform. Users are encouraged to participate in these programs to maximize their benefits from the Platform. However, all discounts and referral incentives must be used in accordance with the terms set forth by Learnlink and are non-transferable unless specified otherwise. Learnlink reserves the right to modify, suspend, or terminate any discount or referral program without prior notice, in accordance with its terms of service and operational requirements.

7.4.3. Payments and Transactions:

Learnlink operates solely as a facilitator in the transactions between Learners, Tutors, and Authors. While Learnlink facilitates payments between these parties, it does not act as the seller of the educational services provided by Tutors or Authors.

Payment transactions are conducted in EUR and USD. For convenience, prices may be displayed in your local currency; however, all transactions are processed in EUR or USD. The amounts shown in non-EUR and non-USD currencies are for guidance only and may not reflect the exact final charge. If the currency selected for the transaction differs from the billing currency of your payment method, the transaction may incur additional fees, such as

foreign transaction fees or exchange rate fees, applied by your bank or payment provider. Consequently, the actual amount charged may vary from the amount displayed at checkout. Learnlink is not liable for any such discrepancies or additional charges. For more details on transaction fees or exchange rates, please consult your bank or payment provider.

The Platform integrates with third-party payment providers, including but not limited to Stripe, PayPal, Wise, etc., to manage all financial transactions, ensuring secure and timely payments between Learners, Tutors, and Authors.

Payment processing on the Platform is facilitated by these third-party processors, allowing the Platform to:

- (a) bill Learners without directly handling or storing credit/debit card information;
- (b) bill Tutors without directly handling or storing credit/debit card information;
- (c) enable payouts to Tutors; and
- (d) enable payouts to Authors.

For the avoidance of doubt:

- (iv) Payment made by the Learner via the Platform satisfies the Learner's obligation to the Tutor for the teaching services provided through the Platform.
- (v) Payment made by the Tutor via the Platform satisfies Tutor's obligation to Author for teaching the Author's course or using their educational content.

THE AUTHOR AND TUTOR ARE FULLY RESPONSIBLE FOR ENSURING THAT ALL PAYMENTS AND TRANSACTIONS COMPLY WITH APPLICABLE LAWS AND REGULATIONS. THE PLATFORM DOES NOT ASSUME RESPONSIBILITY FOR ANY TAXES OR FINANCIAL OBLIGATIONS ARISING FROM THESE TRANSACTIONS.

BY USING THE PLATFORM, YOU AGREE TO COMPLY WITH ALL APPLICABLE TAX LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO VAT. YOU ACKNOWLEDGE THAT LEARNLINK MAY PROVIDE YOU WITH TRANSACTION DETAILS AND ANY APPLICABLE VAT INFORMATION UPON REQUEST, BUT IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU MEET YOUR TAX OBLIGATIONS.

Learnlink is not a bank or any type of financial institution and does not provide any financial services or advice. Any payments made via the Platform are made solely for the purpose of access, facilitation, and delivery of the teaching and tutoring services between Learners, Tutors and Authors. Such payments may not be made and used for any fraudulent, criminal or illegal activity as defined by the law.

7.5. User Responsibilities

As a user of the Platform, whether as a Learner, Tutor, or Author, you agree to adhere to the following responsibilities:

- Compliance with laws and platform rules: You must comply with all applicable local, national, and international laws and regulations when using the Platform. Additionally, you must adhere to the rules, policies, and guidelines set forth by the Platform.
- Accurate and up-to-date information: You are responsible for providing accurate, truthful, and up-to-date information during registration and at all times when using the Platform. You must promptly update your account information if there are any changes to ensure it remains accurate and current.
- Account security: You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You must notify the Platform immediately if you suspect any unauthorized access to or use of your

account. You are responsible for all activities that occur under your account, whether or not you authorized them.

- **Respectful and appropriate conduct:** You agree to interact with other users, including Learners, Tutors, Authors, and Platform staff, in a respectful and professional manner. Harassment, abusive behavior, and inappropriate conduct are strictly prohibited. You must not engage in any activity that could harm or negatively impact other users or the reputation of the Platform.
- **Content creation and sharing:** If you create, upload, or share content on the Platform, including course materials, profile information, or communication with other users, you are responsible for ensuring that such content is lawful, accurate, and does not infringe on the rights of others. You must not post content that is offensive, defamatory, or violates the intellectual property rights of any third party.
- **Use of the Platform and Services:** You are responsible for using the Platform and its Services in a manner that is consistent with the intended purpose of the Platform. You must not misuse the Platform by engaging in activities such as hacking, distributing malware, or attempting to gain unauthorized access to other users' accounts or personal information.
- **Financial obligations:** If applicable, you are responsible for paying all fees, charges, and taxes associated with your use of the Platform and its Services in a timely manner. Failure to fulfill your financial obligations may result in suspension or termination of your account.
- **Reporting violations:** You are encouraged to report any violations of these responsibilities or any suspicious or inappropriate behavior by other users to the Platform's support team. Your cooperation in maintaining a safe and respectful environment is essential.
- **Consequences of non-compliance:** Failure to adhere to these responsibilities may result in the suspension or termination of your account, access to the Platform, and use of the Services. The Platform reserves the right to take any necessary legal action in response to violations.

7.6. Reviews and Ratings

7.6.1. User Feedback System

Learnlink incorporates a user-driven feedback and rating system that allows Users to leave reviews and rate Tutors and/or Authors based on several criteria established by Learnlink. This system is designed to reflect the opinions and experiences of Users and to help maintain the quality and integrity of the services offered on the Platform.

7.6.2. Accuracy and Responsibility

Learnlink does not actively monitor, censor, or verify the reviews posted by Users for accuracy or reliability. However, each User is responsible for the content they post, and must ensure that their comments are accurate, constructive, and not misleading. Users may be held legally responsible for damages suffered by other Users or third parties as a result of their comments if such comments are found to be legally actionable or defamatory.

7.6.3. Composite Ratings

Learnlink may calculate composite ratings for Tutors and Authors based on the feedback and reviews left by users. These ratings are intended to provide a summary of the overall user sentiment and may influence the visibility and ranking of Tutors on the Platform.

7.6.4. Platform's Role

While Learnlink provides this feedback system as a means for Users to express their opinions publicly, Learnlink is not legally responsible for any remarks posted by any Users or third

parties on the Platform, even if such information is defamatory or otherwise legally actionable.

7.6.5. Reporting and Addressing Concerns

If you believe that any review or rating violates our policies or is abusive, inaccurate, or unfair, you are encouraged to contact support team immediately. Learnlink reserves the right to remove reviews or ratings that violate our terms of service or are otherwise deemed harmful to the community.

7.6.6. Changes to the Rating System

Learnlink reserves the right to modify the criteria, methods, and features of the rating and review system at any time without prior notice to ensure fairness and accuracy in the feedback process.

8. User-Generated Content

8.1. Ownership and License

Users retain all intellectual property rights to the content they create, upload, post, or share through the Platform, including but not limited to text, images, videos, and other multimedia ("User-Generated Content"). By submitting User-Generated Content to the Platform, Users grant Learnlink a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, distribute, and display such content for the purpose of operating, maintaining, and promoting the Platform. This license allows Learnlink to display User-Generated Content in connection with the Platform's Services and to permit other Users to view and interact with it.

However, the exclusivity of rights to course content may differ from the terms described above if an individual agreement between the User and Learnlink specifies exclusive rights. In such cases, the terms of the individual agreement will govern the ownership and licensing of the course content, granting the Platform exclusive rights as agreed upon between the parties.

8.2. User Responsibilities

Users are solely responsible for all User-Generated Content they upload or share via the Platform. This includes ensuring that such content does not infringe upon any third-party intellectual property rights, violate privacy rights, or breach any laws or regulations. Users must not upload or share content that is defamatory, illegal, misleading, harmful, or violates any applicable rules, including content that promotes racism, hate, or violence.

8.3. Platform's Rights and Limitations

Learnlink does not control and is not responsible for User-Generated Content. While Learnlink has no obligation to monitor User-Generated Content, it reserves the right to review, modify, or remove any content that, at its sole discretion, is deemed objectionable, violates these Terms, or is harmful to the Platform. This includes, but is not limited to, content that is offensive, illegal, or otherwise violates applicable laws or the Platform's policies.

8.4. Content Removal and Access

Learnlink reserves the right to remove or disable access to any User-Generated Content at any time, without prior notice, if it is found to be in violation of these Terms or is otherwise deemed unacceptable. Learnlink may also cooperate with law enforcement or legal authorities in disclosing the identity of Users who post such content.

8.5. Non-Confidentiality of Submissions:

Any materials, feedback, or suggestions submitted by Users regarding the Platform are not considered confidential. By submitting such materials, Users waive any claims related to

intellectual property rights or proprietary interests in these submissions. Learnlink is not obligated to offer any compensation for the use of such materials or ideas.

8.6. Prohibited Content:

Users must not post or share content that violates the rights of third parties or applicable laws. Prohibited content includes, but is not limited to:

- Content that is defamatory, threatening, fraudulent, or illegal;
- Material promoting racism, hatred, or violence against individuals or groups;
- Infringement of intellectual property rights or privacy rights;
- Instructions for illegal activities or circumvention of Platform rules;
- Malware, viruses, or other harmful components;
- Unauthorized advertising or fundraising information;
- Content that creates barriers to others' use of the Platform;
- Offensive, abusive, or threatening material;
- False or misleading statements or descriptions.

8.7. Compliance and cooperation:

Learnlink will cooperate fully with law enforcement authorities or courts in relation to the disclosure of User identities and content as required by legal processes.

9. Intellectual Property Rights and User License

9.1. Platform Ownership

All content, features, and functionalities provided through the Platform and the Services, including but not limited to software, algorithms, design elements, graphics, logos, trademarks, user interfaces, text, and all other intellectual property ("Platform Content"), are the exclusive property of Learnlink or its licensors. These materials are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. Users are granted no ownership rights over the Platform Content.

9.2. License to Users

Learnlink grants Users a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform and its Services for their respective purposes, subject to the terms outlined below:

- (i) Learners are granted a license to access and use the Platform and its Services for their personal, non-commercial purposes, such as enrolling in and participating in courses, viewing educational content, and engaging in learning activities provided through the Platform.
- (ii) Tutors are granted a license to access and use the Platform and its Services for both non-commercial and commercial purposes, such as creating and delivering educational content, conducting lessons to Learners, interacting with Learners, and managing their tutoring activities within the Platform.
- (iii) Authors are granted a license to access and use the Platform and its Services for both non-commercial and commercial purposes, including creating, publishing, managing and selling educational content to Tutors or Learners through the Platform, setting course requirements, and engaging with Tutors and Learners.

This license is conditioned upon the Users' compliance with this User Agreement and any additional terms applicable to specific Services. Users may only use the Platform and its Services in accordance with the intended educational and professional purposes outlined above.

9.3. Restrictions on Use

Users may not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Platform Content, except as expressly permitted by Learnlink in writing. Users also agree not to reverse engineer, decompile, or disassemble any software or other products or processes accessible through the Platform.

9.4. Termination of License

Learnlink reserves the right to terminate this license at any time if Users violate any terms of this Agreement or engage in activities that harm the Platform, the Services, or other Users. Upon termination, Users must cease all use of the Platform and destroy any copies of Platform Content in their possession.

9.5. Feedback and Suggestions

Any feedback, comments, or suggestions Users provide to Learnlink regarding the Platform or Services ("Feedback") will be the sole property of Learnlink. By submitting Feedback, Users assign all rights, title, and interest in the Feedback to Learnlink and agree that Learnlink may use the Feedback for any purpose without any obligation to Users.

10. Removing content infringing intellectual property rights

10.1. Respect for Intellectual Property

Learnlink is committed to respecting the intellectual property rights of others and expects the same from all users of the Platform, including Learners, Tutors, and Authors. You must ensure that any content you create, upload, or share on the Platform does not infringe upon the copyrights, trademarks, patents, or other intellectual property rights of any third party.

10.2. Reporting Intellectual Property Infringements

If you believe that your intellectual property rights have been infringed upon by content on the Platform, you may submit a report to Learnlink. Please be aware that only the owner of the intellectual property or an authorized representative is permitted to file such a report. Not all reported content may be removed or blocked, as each claim will be thoroughly reviewed.

10.3. Filing a Notice of Alleged Infringement

If you have a genuine belief that your copyright, trademark, or other intellectual property rights have been violated, you can submit a notice of alleged infringement to Learnlink. For your notice to be accepted, it must include the following:

- a signature of the person authorized to act on behalf of the intellectual property owner.
- a clear identification of the copyrighted work or intellectual property that you believe has been infringed. If your notice covers multiple works, please provide a representative list.
- sufficient details to identify the material that is allegedly infringing, including information that will allow us to locate it on the Platform.
- your contact details, including your address, telephone number, and email address.
- a statement asserting that you have a good faith belief that the use of the material in question is not authorized by the intellectual property owner, its agent, or the law.
- a declaration that the information provided in the notice is accurate, and under penalty of perjury, you are authorized to act on behalf of the intellectual property owner.

10.4. Response to Infringement Notices

Upon receiving a valid notice of alleged infringement, Learnlink will promptly investigate the claim. We may take appropriate action, including removing or disabling access to the

infringing content. However, Learnlink reserves the right to determine the appropriate response and may not remove all reported content if it does not meet the criteria for infringement.

10.5. Counter-Notice by Content Uploaders

If your content has been removed or access to it has been disabled due to a claim of infringement, you will be notified and may submit a counter-notice if you believe the content was wrongfully removed. The counter-notice must include sufficient information to support your claim that the content does not infringe on any intellectual property rights. Learnlink will review the counter-notice and may reinstate the content if the counter-notice is deemed valid.

10.6. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD LEARNLINK HARMLESS FROM ANY CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING FROM ANY CONTENT YOU CREATE, UPLOAD, OR SHARE ON THE PLATFORM THAT INFRINGES UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Privacy and Data Protection

We are committed to protecting your privacy and personal data. Our practices regarding the collection, use, and protection of your personal information are detailed in our Privacy Policy which is integral part of this User Agreement. By using our Platform, you agree to the terms outlined in the Privacy Policy. Please review the Privacy Policy to understand how we handle your personal data and your rights concerning privacy.

12. Links to Third-Party Websites

The Platform may contain links to third-party websites or services that are not owned or controlled by Learnlink. These links are provided for your convenience and informational purposes only. Learnlink does not endorse or assume any responsibility for the content, privacy policies, or practices of any third-party websites or services.

By using the Platform, you acknowledge and agree that Learnlink is not responsible or liable, directly or indirectly, for the availability or accuracy of such websites or resources, as well as for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any third-party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit through links provided on our Platform.

13. Platform Limitations and Disclaimers

13.1. Service Limitations

Learnlink provides an online platform acting as an on-demand intermediary connecting Learners, Tutors and Authors and providing the tools to facilitate their interactions. While we strive to maintain high-quality service and integrity in all our offerings, we cannot guarantee that the Platform will always function without disruptions, delays, or imperfections. The availability of our services may be affected by factors such as system maintenance, upgrades, internet connectivity issues, or unforeseen circumstances.

13.2. Content Accuracy

We do not verify, endorse, or claim ownership of any content provided by users, including Tutors and Authors, nor do we guarantee the accuracy, reliability, or suitability of this content for specific purposes. Users are encouraged to exercise discretion and due diligence when engaging with content, courses, or other users on the Platform.

13.3. No Warranty

The Platform and all content, materials, and services provided through it are offered on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Learnlink does not warrant that the content is accurate, reliable, or correct; that the Platform will meet your requirements; that the Platform will be available at any particular time or location, uninterrupted, or secure; that any defects or errors will be corrected; or that the Platform is free of viruses or other harmful components.

13.4. Third-Party Interactions

Any interactions or transactions with third-party providers of products or services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and the third party. Learnlink shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

13.5. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Learnlink, its affiliates, directors, employees, agents, suppliers, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Platform; (ii) any conduct or content of any third party on the Platform; (iii) any content obtained from the Platform; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

13.6. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LEARNLINK AND ITS LICENSEE AND LICENSORS, AND THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, AND DIRECTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES), RESULTING FROM OR ARISING OUT OF A) YOUR USE AND ACCESS OF THE PLATFORM, BY YOU OR ANY PERSON USING YOUR ACCOUNT AND PASSWORD; B) A BREACH OF THIS USER AGREEMENT, OR C) CONTENT POSTED ON THE PLATFORM.

14. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Learnlink. Learnlink may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. Any attempted transfer or assignment in violation of this clause will be null and void.

15. Notifications

15.1. Method of Notification

Learnlink may send notifications, correspondence, and updates related to the User Agreement, the Platform, or your account via electronic mail, in-platform messaging, or through other reliable means to the contact information you have provided in your account profile.

15.2. Electronic Communications

By using the Platform, you consent to receiving electronic communications from Learnlink. These communications may include notices about your account (e.g., payment authorizations,

password changes, and other transactional information) and are part of your relationship with us.

15.3. Legal Notices

For legal notices, including but not limited to notices of termination, disputes, and other formal communications, Learnlink will use your provided email address or physical address registered with your account. It is your responsibility to keep your contact information up to date to ensure receipt of these notifications.

15.4. Opting Out

You may have the option to opt-out of receiving promotional communications by following the unsubscribe instructions provided in the communication. However, you cannot opt out of receiving transactional emails related to your account's ongoing operations and services.

15.5. Delivery of Notifications

All notifications stated herein will be deemed delivered to the intended recipient when sent to the email address or physical address you have provided in your account profile, regardless of whether the notification is received or read.

15.6. Changes to Notification Preferences

You may manage your notification preferences and decide which communications you wish to receive from us through your account settings. Adjustments to these settings may impact how you receive updates and communications regarding the Platform and your account.

16. Confidentiality

16.1. Definition of Confidential Information

"Confidential Information" includes all non-public information disclosed through or in connection with the Platform, whether written, oral, or electronic. Confidential Information may include, but is not limited to, personal data, course materials, business processes, technical data, product designs, customer and vendor lists, pricing and sales information, and any other information marked as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure.

16.2. Obligations of Confidentiality

You agree to:

- Maintain the confidentiality of the Confidential Information using at least the same degree of care that you use to protect your own confidential information of similar nature, but no less than a reasonable degree of care.
- Use the Confidential Information solely for the purpose of using the services offered by the Platform as permitted under this Agreement.
- Not disclose or disseminate the Confidential Information to any third party without the prior written consent of Learnlink, except to employees, agents, or contractors who have a need to know the information for the purpose of performing their duties and who are bound by similar confidentiality obligations.

16.3. Exclusions from Confidential Information

The obligations set forth in this clause do not apply to information that:

- Becomes generally available to the public without breach of this confidentiality clause by you.
- Was known to you prior to its disclosure by Learnlink without breach of any obligation owed to Learnlink.
- Is received from a third party without breach of any obligation of confidentiality.

- Is independently developed by you without use of or reference to Learnlink's Confidential Information.

16.4. Duration of Confidentiality Obligations

The obligations of confidentiality shall continue during the term of this Agreement and shall survive indefinitely upon termination or expiration of this Agreement.

16.5. Compelled Disclosure

If you are legally compelled to disclose any of the Confidential Information, to the extent permitted by law, you must:

- Provide Learnlink with prompt prior notice of such compelled disclosure (to the extent legally permitted) to allow Learnlink an opportunity to contest the disclosure.
- Provide reasonable assistance, at Learnlink's cost, if Learnlink wishes to contest the disclosure.
- Disclose only the minimum amount of Confidential Information necessary to comply with the legal requirement, and use commercially reasonable efforts to obtain an order or other assurance that the disclosed Confidential Information will be afforded confidential treatment.

16.6. Remedies for Breach of Confidentiality

You acknowledge that any breach or threatened breach of this confidentiality clause may cause irreparable injury to Learnlink, the extent of which may be difficult to ascertain. Accordingly, you agree that Learnlink is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

17. Term and Termination

17.1. Term

This Agreement shall commence on the date you first use the Platform and shall continue indefinitely until terminated by either party in accordance with the terms of this Agreement.

17.2. Termination by You

You may terminate this Agreement at any time by closing your account and ceasing all use of the Platform.

17.3. Termination by Us

We may terminate this Agreement and close your account if you breach any term of this Agreement, engage in prohibited activities, or for any other lawful reason, with or without notice.

17.4. Effects of Termination

Upon termination, you must cease all use of the Platform, and we may delete any data associated with your account. Provisions of this Agreement that by their nature should survive termination will remain in effect, including rights and obligations regarding intellectual property, liability, and indemnification.

18. Miscellaneous Provisions

18.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of law principles.

However, users accessing the Platform from jurisdictions outside of Cyprus are subject to the laws applicable in their own locations. This may influence the interpretation and enforcement of terms and conditions within this Agreement depending on local laws that may differ from

those of Cyprus. Users are responsible for compliance with local laws to the extent they may apply.

18.2. Jurisdiction, Dispute Resolution and Class Action Waiver

In the event of a dispute or conflict between you and Learnlink, you are encouraged to first contact our support team via the contact details provided on the Website for assistance. We aim to resolve issues swiftly and amicably.

If the dispute cannot be resolved informally, any further disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus. Notwithstanding the foregoing, Learnlink reserves the right to initiate proceedings in the courts of the country in which the User resides or any other relevant country, whether in arbitration or in court, to resolve any such disputes. This approach provides Learnlink with the flexibility to address and manage legal challenges effectively across different legal jurisdictions, reflecting a common practice for platforms with a diverse User base.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration on an individual basis. Accordingly, you and Learnlink agree that any and all disputes or claims that have arisen or may arise between you shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

You and Learnlink hereby waive any right to commence or participate in any class action lawsuit or class-wide arbitration against each other concerning any claim or dispute between us. Further, unless both you and Learnlink agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration section shall be null and void.

If any part of this waiver of class action is found to be illegal or unenforceable, that part will be severed from this clause, and the remainder of the waiver will be given full force and effect.

18.3. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

18.4. Waiver

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Learnlink's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

18.5. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

18.6. Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of the provisions of this Agreement.

18.7. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this User Agreement if the failure is caused by circumstances beyond its reasonable control, including, but not limited to, natural disasters, war, terrorism, government actions, national emergencies, pandemics, strikes, fire, explosion, floods, or other acts of God.

18.8. Survival

Provisions of this Agreement that, by their nature, should survive termination of the Agreement will continue to apply after termination or expiration of the User Agreement. This includes, but is not limited to, provisions concerning ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

18.9. Language

This Agreement was originally written in English. It may be translated into other languages, but in the event of any inconsistency or discrepancy, the English version shall prevail as the definitive version of the User Agreement.

19. Contact Information

For any questions or concerns regarding this User Agreement, please contact us at support@learnlink.com.