

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

1.1 These Terms and Conditions are issued by Yaspeak s.r.o., with its registered office at Příčná 1892/4, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 19286279, registered in the Commercial Register maintained by the Municipal Court in Prague, file number C 384174 (hereinafter referred to as "Operator" or "Company").

1.2 The Operator operates a platform available on the website <https://yaspeak.com>, which aims to connect those interested in lessons with tutors (hereinafter referred to as the "Platform"). The Platform is an online marketplace, which can be described as a meeting place for students and tutors.

1.3 The Operator places on the Platform the offer of Lecture services (see below) in the form of tutoring in the following areas:

- (a) tutoring of primary, secondary and higher education subjects as well as practical subjects,
 - b) language tuition for individuals,
 - (c) tutoring in area of entrance exam preparation.
- (hereinafter referred to as "Lessons").

1.4 A User is any individual who visits and uses the Platform operated by the Operator (hereinafter referred to as "User").

1.5 A Student is a User who wishes to purchase Lessons using the Platform and for this purpose creates a User Account - Student in the following variations:

- a) Student
- b) Student Admin
- c) Student Employee

1.6 For the User Account - Student, the rights and obligations set out below shall apply as set out for the Student in these Terms.

1.7 The User Account - Student Admin, shall be subject to the same range of obligations set out below and related to the User Account - Student. Regarding the rights of the User Account - Student Admin, it does not have the same rights granted to User Account - Student in these Terms, except for the following ones:

- (a) The Student Admin is entitled to send out invitations for the creation of a User Account - Student Employee through the Platform interface, in the "Overview" section > "People", where the creation of a new User Account - Student Employee on the basis of such invitation will directly link these accounts.
- b) The Student Admin is entitled to distribute credits acquired by him/her [pursuant to clause 5.1(c) of the Terms and Conditions] through the Platform interface, in the "Overview" section > "People", to the User Accounts -Student Employee linked to him/her, or to withdraw credits from such User Accounts at his/her discretion. At the same time, the balance of credits on each of the linked User Accounts - Student Employee is available to him/her in the "Overview" section > "People".
- c) The Student Admin shall have access via the Platform interface, in the Transactions section, to all billing documents pursuant to paragraph 5.10 of the Terms and Conditions for Lessons ordered by the linked User Accounts - Student Employee.
- d) The Student Admin is entitled to cancel the linked User Account - Student Employee at any time via the Platform interface in the "Overview" section > "People". In that case the credits that are still credited to the cancelled User Account -Student Employee will be credited back to the User Account - Student Admin. Paragraph 3.10 of the Terms and Conditions shall apply to Lessons already booked and paid for.
- e) The Student Admin is entitled, at any time, to request cancellation of his/her User Account in accordance with paragraph 3.10 of the Terms and Conditions.

1.8 For the User Account - Student Employee, all the rights and obligations of the User Account - Student set out below apply, except for the following ones:

- (a) The Student's right under paragraph 5.9 of the Terms to instruct the refund of credits (in CZK) to the bank account.
- b) The Student's rights under paragraph 5.1(a), (b), with (c) of the same clause of the Terms and Conditions shall apply to the Student Employee so that the Student Employee is entitled to use the credits allocated to him/her from the linked User Account- Student Admin.

1.9 The User Account -Student Admin shall have all the rights set out in these Terms and Conditions and shall be bound by all the obligations set out below.

1.10 A Tutor is a User who wishes to use the Platform to provide services in the form of Lessons and for this purpose creates a User Account – Tutor, (hereinafter referred to as "Tutor").

1.11 A User Account, except for the User Account - Student Admin, is always associated with a User Profile, which is changeable by the User during the entire duration of the User Account, and is public for other Users of the Platform, whereby:

- a) Tutor's Profile - contains the following data
 - i) first and last name, country of origin, language taught and its proficiency level
 - ii) Tutor's introduction of up to 1000 characters and video presentation,

- iii) Tutor's certificates of expertise,
- iv) Students' preferred proficiency level for whom the Lessons of the Tutor are intended,
- v) Students' preferred target group in terms of the focus of the Lessons,
- vi) price.

b) Student Profile - contains the following information:

- (i) Student's name, surname and photograph
- ii) Language of interest
- iii) Language proficiency level
- iv) motivation or focus of the Lessons
- v) weekly goal

(c) The Student Employee Profile shall include the following information:

- (i) Student's name, surname and photograph
- ii) Language of interest
- iii) Language proficiency level
- iv) the motivation or focus of the Lessons
- v) weekly goal

1.12 The Terms and Conditions shall mean these General Terms and Conditions on how to use of the Yaspeak Platform, which govern the rights and obligations of Users, i.e. both Students and Tutors, and the Operator related to the operation and use of the Platform, including all of its components, the relationships between Users, as well as other rights and obligations of Users occurring while using the Operator's services provided in connection with the operation of the Platform (hereinafter referred to as the "Terms and Conditions").

1.13 The Terms and Conditions - Tutor means the "Yaspeak Platform Terms and Conditions - Tutor", which exclusively regulate the rights and obligations between the Operator and the Tutor, and are in full compliance with the legislation of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code, as amended, as well as directly applicable European Union law, in particular Regulation (EU) 2019/1150 of the European Parliament and of the Council on promoting fairness and transparency for business users of online intermediary services (hereinafter referred to as the "Regulation").

1.14 The User is obliged to read the relevant Terms and Conditions and, if applicable, the Terms and Conditions - Tutor, depending on the User Account chosen by the User. By registering on the Platform, the User expressly confirms that he/she has read, understood, agrees to and undertakes to be bound by the applicable Terms. For Users without registration, the User is deemed to have read the Terms and Conditions, agrees to them and undertakes to be bound by them also by visiting the Platform and actually using it, i.e. without registration.

2. BASIC PRINCIPLES OF THE PLATFORM

2.1 The Platform is a marketplace through which the Operator enables the connection of Tutors with Students in accordance with the provisions of these Terms.

2.2 The use of the Platform is free of charge for Users except for:

(a) the payment charged to the Tutor by the Operator for the use of the Platform Services in accordance with the Terms and Conditions - Tutor,

b) the price paid by the Student to the Tutor for Lessons booked using the Platform in accordance with these Terms.

c) the fee charged to the Student for the conversion of Credits into CZK, and the subsequent transfer to the Student's bank account, in the amount of 3% of the transaction volume. The said fee is charged due to the Operator's costs related to this transaction.

2.3 The Operator does not verify or is not responsible for the trustworthiness or reliability of the Users and is not obliged to provide any information necessary to assess their trustworthiness, except for the information disclosed by the Users in their User Profiles.

2.4 The Operator is not responsible for the functionality of the Platform, nor for the timeliness, accuracy and factual correctness of the information published on the Platform. The Operator reserves the right to partially or completely limit the functionality of the Platform to any extent or to change the content of the information published on the Platform or the design of the Platform at any time without further notice. This is without prejudice to the provisions of Article 8 "Lesson Refunds" or the provisions in paragraph 12.3 of the Terms and Conditions

2.5 Furthermore, the Operator does not guarantee in any way the maintenance and storage of all User Data, nor the continuous and permanent continuity of operation.

2.6 The Operator is not responsible for the content of any other websites and portals that it does not operate and to which it only provides access via links on the Platform, nor for the content of any parts of the Platform that are created by Users, i.e. in particular for the content of User contributions, for the content, descriptions and photographs of the services provided, for the content of correspondence and sent files between Users and for the content of advertising or other promotion that may be placed on the Platform by third parties.

2.7 The Operator reserves the right to remove or make unavailable at any time any part of the content of the Platform that is contrary to these Terms, the law of the Czech Republic, good morals, or otherwise threatens public order or its content does not correspond to the principles or legitimate interests of the Operator or the Platform. This includes, in particular, content that is misleading or untrue, that has a nature of spam or is not related to the focus of the Platform, or that defames a nation or language, ethnic group or race, or content that publicly promotes violence or other unlawful acts or incites hatred towards a group of persons or the restriction of their rights and freedoms.

3. REGISTRATION AND USER ACCOUNT

3.1 Users who wish to use the Platform services must have a user account, whereby:

(a) Students can set up a user account on the Platform for themselves free of charge with functionalities intended for Students, (hereinafter referred to as "Student User Account" or also "User Account").

b) Lecturers can set up a user account on the Platform free of charge with the functionalities intended for Tutors, which will become active after authorization by the Operator (hereinafter referred to as "User Account - Lecturer" or also "User Account").

c) The term User Account refers to both the Student Account and the Lecturer Account.

3.2 The Operator reserves the right to refuse registration or cancel the User Account due to a breach of the rules set out in these Terms and Conditions, legal regulations or the legitimate interests of the Operator or third parties.

3.3 If a User Account is created for the User on the Platform, or if the User creates an account, the User shall be obliged to provide correctly and truthfully all the required data, and the data provided shall be deemed to be current and correct until further correction or update is made by the User.

3.4 Users undertake to keep the information provided in their User Account up-to-date and accurate and, in the event that such information changes, to update the changed information without undue delay. In the event of failure to comply with this obligation, the Operator shall not be liable for any damage, injury or loss incurred by the User who has failed to update his/her data, and such User shall be liable for any damage, injury or loss incurred by the Operator or other Users.

3.5 All information and data entered by the User on the Platform is entered voluntarily by the User. The Operator shall not be obliged to verify the correctness, accuracy, timeliness and truthfulness of any data or information entered on the Platform by the User or otherwise provided to the Operator.

3.6 The User is not entitled to publish false, misleading or otherwise dishonest offers of goods or services, as well as to publish on the Platform any content or images with content that is contrary to these Terms, the law of the Czech Republic or good morals. Furthermore, the User is not entitled to publish texts or images with pornographic content on the Platform.

3.7 The Operator may, in case of defective content posted by the User on the Platform, prevent the User from accessing the Platform and remove or make unavailable any defective part of the Platform content, as well as cancel the User's account. The Operator shall decide on the defectiveness of the content posted by the User.

3.8 The registration does not give the User a legal right to use the Platform or other services of the Operator. The Operator shall have the right to terminate or restrict the operation of the Platform in accordance with these Terms and/or to deny the User access to the Platform, not allow registration on

the Platform and the creation of a User Account, or to cancel the User Account without compensation in the event of a breach pursuant to paragraph 9.7 of these Terms if the User has violated the rules set forth in these Terms or otherwise interfered with the legitimate interests of the Operator.

3.9 In the event of registration cancellation, denial of access to the Platform, or withdrawal of the Lesson offers by the Operator, the User shall not be entitled to compensation of damages or lost profits or any other harm. This is without applicable to the User's right to settle the obligations payable under the Terms and Conditions or under the provisions on unjust enrichment under Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "CC"), however, the above does not apply in the event of cancellation without compensation under paragraph 9.7 of the Terms and Conditions.

3.10 The User may also request cancellation of registration from the Operator via e-mail support@yaspeak.com; the request for cancellation of registration entitles the User to a refund of the Credits purchased, but does not entitle to a change or termination of the already purchased Lessons between the Tutor and the Student. If such a request is made, the cancellation of the registration and User Account will take place in accordance with the deadlines set out below, but not before the last Lesson booked/charged by the User, namely:

- (a) The Student without undue delay, but no later than one (1) month after the request is sent to the Operator;
- b) the Tutor within a period of 1 (one) month, which shall commence on the first day of the month following the month in which the request for cancellation of registration was received by the Operator.

3.11 In the event of termination of the Platform, cancellation of registration or access to the Platform (unless the procedure under paragraph 9.7), the Operator shall refund within 30 days to the bank account provided for this purpose to:

- (a) Students - credits on the User's account,
- b) Students - the amount corresponding to the price of the paid and unfulfilled Lessons that will not be provided due to the closure of the Platform,
- c) To the Tutors, the amount of money in accordance with the Terms and Conditions- Tutor for all unpaid but payable Lessons.

4. PROVIDING LESSONS

4.1. Operator shall not be liable for any injury to the User that may result from the incorrect or false information by the Tutor that were provided to the Operator.

4.2 The Tutor represents and warrants that he is authorized to provide the Lessons offered through the Platform and that it has obtained all necessary permits, certificates to provide the Lessons and has complied with any other requirements under the law for the provision of Lessons through the Platform.

4.3 The price for each Lesson is stated by the Tutor in the Platform on the Lecturer Profile as the final price (including all taxes and fees).

4.4 The Student may order Lessons offered through the Platform on the Tutor's Profile.

4.5 If the Student wants to book a Lesson with the Tutor, he/she shall select the relevant available capacity offered by the Tutor on the Tutor's Profile. After the selection of the free capacity by the Student (hereinafter referred to as "Order"), the Provider will send to the Student's e-mail information about:

- (a) the completion of the Order,
- (b) the name/type of Lesson(s),
- (c) the scope of services provided (number of Lessons).

The email will also include a link to the Platform's website through which the Order will be completed, including the payment of the ordered Lessons (hereinafter referred to as "Order Completion"). At the moment of the Order Completion, a contract for the provision of Lessons is concluded between the Tutor and the Student, according to which the Tutor is obliged to provide the Student with the ordered Lesson(s) in accordance with these Terms and Conditions. The Tutor is notified of the Order Completion via his/her User Account/email.

4.6 The Tutor is liable for any copyright and other claims of third parties in relation to the Services provided.

5. PAYMENT TERMS

5.1 The Student may pay the price for the Services or Lessons by any of the following methods:

- (a) cashless by credit card,
- b) by transfer to an account using online banking,
- c) by means of non-cash purchased credits.

5.2 The Student shall pay the total price of Lessons to the Operator as part of the Order Completion, unless otherwise agreed between the Tutor and the Operator in a particular case.

5.3 The Student acknowledges that the Operator is authorized by the Tutor to accept payment for Lessons from Students. The payment of the Lesson price made to the Operator fulfils the obligation to pay the Lesson price to the Tutor.

5.4 In the case of payment by the payment gateway, the Student shall follow the instructions of the relevant electronic payment provider.

5.5 In the case of a non-cash payment, the Student's obligation to pay the Lesson price is fulfilled when the relevant amount is credited to the Platform Operator's bank account.

5.6 If the Student wishes to pay for the Lesson in the form of credits, the Student must first purchase a sufficient number of credits from the Platform Operator. The value of 1 (one) credit is equal to CZK 1,-. The confirmation of the purchase of credits issued by the Operator is available to the Student through the Platform interface in the Transactions section for each individual purchase of downloadable credits.

5.7 The Student agrees to pay for the credits ordered.

5.8 When paying by card, the Student authorizes the Operator to automatically charge the Student's credit or debit card in accordance with these Terms. If any charges are subject to any type of applicable taxes, the Operator shall be entitled to charge such taxes in addition to the fees. The Student is responsible for payment of all applicable taxes, including those that the Operator is not required to collect, and for all facilities, internet access and other costs incurred by the Student to access and use the Services.

5.9 Unless otherwise explicitly stated by Operator, all fees for Credits are payable in advance and purchased Credits may be refunded in cash via the Platform user interface in the "Overview" section using the "Withdraw Money" feature, but no more than one (1) time in any given calendar month. However, this is subject to a fee in the amount set out in paragraph 2.2(c) of the Terms and Conditions.

5.10 After the payment of the Lesson, the Platform Operator shall issue an accounting document - an invoice - to the Student on behalf of the Tutor, where the beneficiary bank account is the Platform's bank account. The accounting document is available via the Platform interface in the Transactions section, under Transactions, for each individual Lesson/Transaction download.

6. LESSON FEE

6.1 The Tutor is entitled to a fee for Lessons paid by the Student, according to the Yaspeak Platform Terms and Conditions - Tutor.

6.2 Students are entitled to take advantage of the following discount packages ("DP"):

(a) DP No. 1 - upon purchase of 10 Lessons from a given Tutor, the Student shall receive a discount of 10% on the aggregate price of the Lessons.

b) DP No. 2 - when purchasing 5 Lessons from a given Tutor, the Student is granted a discount on the price of the Lessons in the amount of 5% of the aggregate price of the Lessons.

6.3 The Student acknowledges that Lessons purchased under DP can only be cancelled in accordance with Clause 7 below as a whole, in that case the Student will lose the right to the discount granted in

respect of Lessons already provided. In such case, the Operator shall refund to the Student the price paid for the DP in credits after taking into account the forfeited discount on the already provided Lessons. The Student will receive a tax receipt for this, available in accordance with paragraph 5.10 of the Terms and Conditions.

7. LESSON CANCELLATION and CHANGE OF LESSON DATE

7.1 The Student has the right to cancel a Lesson through the Platform interface in the "Overview" section under "Upcoming Lessons", the Student can select the option "Cancel Lesson" or "Cancel Package" for the Lesson, in accordance with paragraph 7.2 of the Terms and Conditions.

7.2 The Student is entitled to cancel a Lesson no later than 12 hours before the scheduled Lesson, in that case the Student will receive credits to his/her User Account no later than 72 hours in the amount corresponding to the price of the cancelled Lesson. The Student is entitled to use the credits received to purchase other Lessons.

7.3 The Student acknowledges that the Platform will not enable the "Lesson Cancellation" function in cases where the Student enters this instruction when there are less than 12 hours remaining until the expected start of the Lesson. In this case, even if the Student does not log in to the Lesson, it will be deemed to have been provided by the Tutor.

7.4 The Student is entitled to use the "Upcoming Lessons" feature of the Platform in the "Overview" section by using the "Reschedule Lesson" function up to a maximum of two (2) times during one calendar month, and this function may be used for a given Lesson no later than four (4) hours before the Lesson is expected to start.

7.5 The Lecturer is entitled to use the Platform's function in the "Overview" section of the "Calendar" by using the "Change Lesson Date" function, even repeatedly without limitation, but always with the express consent of the Student concerned; if the Tutor does so without such consent, such action shall be deemed to be a misuse of the Platform pursuant to paragraph 9.6(e) of the Terms and Conditions.

8. LESSON COMPLAINT/REFUND

8.1 If the Lesson ordered by the Student did not take place due to the absence of the Tutor or due to the unavailability of the Platform, or if the Lesson was not provided in good quality, or if the Student is not satisfied with the Lesson ordered for any other relevant reason, the Student has the right to complain about the Lesson (hereinafter referred to as "Complaint").

8.2 The Student is entitled to make a Complaint within 7 days after the (actual or supposed) end of the Lesson.

8.3 Lessons can be Complained about/Refunded via the Platform's user interface in the "Overview" section under "Past Lessons" using the "Report a Problem" function, where the Student shall then indicate the reason for the Complaint.

8.4 Any Complaint will be promptly reviewed by the Operator, but no later than 30 days. The Operator is entitled to review only if the Lesson actually took place and if it lasted for the agreed period of time, but in case the Lesson did not take place or did not last for the agreed period of time due to a reason on the part of the Tutor or the Operator, or if the Lesson was unjustifiably rescheduled by the Tutor in violation of paragraph 7.5 of the Terms and Conditions, the Lesson Complaint shall be accepted by the Operator as justified and the Lesson price or its pro rata part shall be refunded to the Student.

8.5 The Operator will only pay the proportional part of the Lesson if the Lesson has been interrupted for a reason on the Platform, in which case each five (5) minutes of the actual duration of the Lesson shall be deemed to be a partial performance.

8.6 The Operator shall refund the full price of the Lesson to the Student in the remaining cases as per paragraph 8.4 of the Terms.

8.7 In the event of a justified Complaint, credits in the amount corresponding to the price of the Complained Lesson or its proportional part will be credited to the Student's User Account within 72 hours at the latest. The Student is entitled to use the credits received to purchase other Lessons.

8.8 The Operator is not entitled to assess the Complaint in terms of the quality of the Lesson, but this does not affect the Student's rights to assert rights of defective performance against the Tutor. For this purpose, the Student is entitled to request the Operator's cooperation, in particular the identification of the Tutor to the extent necessary for the execution of these rights.

9. OTHER RIGHTS and USER OBLIGATIONS

9.1 The User is obliged to use the Platform and the User Account in accordance with these Terms and Conditions, to comply with applicable laws and regulations, to act honestly and in accordance with good morals.

9.2 The Student acknowledges that he/she is not entitled to withdraw from the Lesson Contract concluded with the Tutor in accordance with the procedure set in Section 1829 of Act No. 89/2012, Civil Code, as amended (hereinafter referred to as "CC") (withdrawal within the statutory 14-day period), as it is a contract for performance with the use of the Tutor's specific free time and capacity pursuant to Section 1837(j) of the CC.

9.3 The User is obliged to behave in such a way that the reputation and rights of the Operator, the Platform as well as other Users are not damaged in any way. The User is obliged to act in such a way as to avoid damage to the Operator's property or third parties in connection with the operation of the Platform, or any other damage related to the operation of the Platform.

9.4 The User shall:

- (a) secure the User Account with a username and password, implement and maintain standard security processes (including reasonable technical, administrative and physical safeguards) designed to protect all access data to the User Account and prevent unauthorized use of or unauthorized access to the User Account;
- (b) maintain confidentiality with respect to information necessary to access your User Account and not allow third parties to use your User Account;
- (c) refrain from any audio or audio-visual recording or recording of another User, regardless of whether the User is acting as a Tutor or Student;
- (d) notify the Operator of any unauthorized use of or unauthorized access to the User Account and ensure timely invalidation/replacement of potentially or actually compromised access credentials.

9.5 The User acknowledges that the ability to use the Platform is dependent on the following conditions in addition to the Operator's proper performance, for which the Operator is not responsible:

- (a) the availability of the User's internet connection (including a backup internet connection) with sufficient capacity;
- (b) the proper functioning of the equipment used by the User when using the Platform (software, hardware, etc.).

9.6 Without the express prior written consent of the Operator, the User shall not, nor shall the User allow any third party to:

- (a) decompile, disassemble or reverse-engineer the Platform;
- (b) remove, modify or obscure any copyright, industrial or proprietary notices contained in the Platform;
- (c) use the Platform to create a similar or competing product or service,
- (d) gain unauthorized access to the Platform (e.g. through another system or tool),
- (e) misuse the Platform or the Operator's services, meaning in particular any attempt to provide, offer or order a Lesson outside the Platform interface in order to circumvent the Operator?
- (e) use the Platform in a manner that is contrary to applicable law or infringes any third-party privacy or intellectual property rights;
- (f) publish, upload, post or otherwise transmit any data through the Platform that contains any malware or similar computer programs or processes that are capable of damaging, maliciously interfering with, surreptitiously intercepting or misappropriating any systems, data, personal information or property of another;
- (g) transmit spam, chain messages or other unsolicited communications through the Platform;
- (h) compromise the integrity or security of the Platform; or (i) take any action that will or may impose an unreasonable burden on the Operator's infrastructure.

9.7 If the User breaches the obligations set out in paragraph 9.6 of these Terms and Conditions, the Operator is entitled to cancel the User's account of the User who committed the breach without compensation and is further entitled to demand compensation from the User for the damage or injury incurred, including lost profits, but this does not affect the Operator's right to demand a contractual penalty of CZK 10,000 for each individual breach of paragraph 9.6 of these Terms and Conditions.

9.8 For the avoidance of doubt, the Tutor is only entitled to provide services under the Terms and Conditions - Tutor if he/she has reached the age of 18 years.

9.9 The Operator is not responsible for the communication of Users on and off the Platform and any circumstances or consequences arising from such communication. The Operator cannot guarantee that any request or communication will be properly and timely received, read, fulfilled, executed or accepted by the User.

10. THE OPERATOR'S LIABILITY LIMITATION

10.1 The Operator shall not be liable for:

- (a) the Student's selection of the Tutor,
- b) information provided by the Tutor or the Student,
- c) the performance or non-performance of the Tutor, i.e. in particular the quality of the Tutor's services, the timeliness of their provision or any failure to provide them,
- d) the performance or non-performance of the Student, i.e. in particular for the payment of the agreed price, the timeliness of its payment or its possible non-payment,
- e) any defectiveness, incompleteness, inaccuracy or falsity of third-party content on the Platform or for any unlawful acts of Users, including acts infringing or threatening the intellectual property rights of third parties.

10.2 The Operator does not provide any advice to Users and therefore bears no liability for advice within the meaning of Section 2950 of the Civil Code.

10.3 The User acknowledges that the Operator is not liable for any costs or damages caused by the unavailability or interruption of the functionality of the Platform or the termination of the Platform;

10.4 In no event shall the Operator be liable to the Users for any damages or any other loss, including loss of profits, loss of revenue, loss of data, or indirect, special or incidental damages that they may incur during the use of the Platform, including damages resulting from the acts or omissions of Users or third parties, except for the cases when such liability of the Operator is established by mandatory legislation.

11. LICENCE AND COPYRIGHT

11.1 The User acknowledges and agrees that the Operator remains the exclusive holder of all rights related to the Platform or the Blog and that the Platform is protected by Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Copyright Act") and other related regulations. The User is granted only the right to use the Platform to the extent and for the purpose set in these Terms.

11.2 Nothing in these Terms or any other document shall be construed as granting, assigning or transferring to the User any intellectual property rights in the Platform, the Blog and any parts thereof, know-how, trade secrets, documents, technology, patents or expertise owned by the Operator or used in the operation of the Platform by the Operator.

11.3 When using the Platform, the User is always obliged to act in such a way as not to violate the rights and legitimate interests of the Operator and to act in accordance with the legal order of the Czech Republic, in particular with the legal norms related to copyright. The Operator may restrict or completely prevent the User from using the Platform if the User has violated the terms of its use according to these Terms.

11.4 In the event of unauthorized use of any part of the Platform without the Operator's consent, the Operator is entitled to use all means to protect its rights and legitimate interests in accordance with the Copyright Act, i.e. in particular the right to demand refraining from copyright interference and removal of interference, the right to have a compensation for damages and unjust enrichment.

11.5 If the User places on the Platform or on the blog, in connection with their permitted use in electronic form, any materials that are copyrighted works under the Copyright Act (in particular copyrighted texts, photographs, images, etc.), the User hereby grants the Operator permission to use such works of authorship, in particular by publishing them in the Operator's materials, by making them available via the Internet on the Platform, and by placing them in press advertisements, posters, flyers and similar advertising materials in the context of the Operator's advertising, marketing or promotional actions or campaigns, including the right to grant all of the above permissions in whole or in part to a third party. In connection with such materials, the User also declares that he/she is the author of such materials or is entitled to their use by posting them on the Platform and to their further use by the Operator or a third party in the manner described above. The User grants to the Operator all rights under this paragraph free of charge, without any remuneration or additional remuneration, for the whole world and for an unlimited period of time, as well as without any other restrictions. If the User's statement under this paragraph proves to be false, the Operator shall be entitled to claim from the User all damages and all costs caused by the Operator's taking the User's statement as true and using the Materials as set out above.

12. PLATFORM AVAILABILITY

12.1 The Operator shall be entitled to revise the functionality of the Platform, in particular, but not exclusively, by adding new features, modifying current features and/or removing current features.

12.2 The Operator shall use reasonable efforts to maintain the Platform in a manner that minimizes errors and interruptions to the availability of the Platform. Users acknowledge that the Platform and the User Account may be temporarily unavailable for scheduled maintenance (in particular with respect to necessary maintenance of the Operator's hardware and software equipment, or necessary maintenance of the hardware and software equipment of third parties that operate the Platform or other related services for the Operator) or for unscheduled emergency maintenance, either by the Operator or by third parties, as applicable. The Operator shall use reasonable efforts to inform the User of any scheduled interruption of the Platform.

12.3 The operation of the Platform may be terminated at any time, whether as a result of a decision of the Operator or for any other reason. In the event of an intention to terminate the operation of the Platform as a result of the Operator's decision, the Operator shall inform the User at least 1 month before the date of termination.

12.4 The Operator shall not be liable for any damage caused to Users in connection with the interruption or termination of the Platform.

13. FINAL PROVISIONS

13.1 In the event of a breach of obligations under the Terms by the User, the Operator reserves the right to cancel the User Account of the User at any time.

13.2 These Terms and Conditions and all rights and obligations of the User and the Operator shall be governed by the laws of the Czech Republic.

13.3 The Operator is entitled to unilaterally change and amend the wording of these Terms. The Operator shall always notify about the changes to the Terms and Conditions at least 5 days before the effective date of the changes, indicating the effective date of the changes, by displaying a notice on the Platform, in the User's account or via the User's email. If the User does not agree with the change, he/she has the right to notify the Operator in writing form that he/she does not agree with the new wording of the Terms and Conditions or to request the cancellation of his/her User Account; in such case, his/her User Account will be cancelled by the Operator within the time limits specified in paragraph 3.10. of the Terms and Conditions. If the User does not notify his/her disagreement with the new wording of the Terms and Conditions by the effective date of the change by any of the above-mentioned methods, the User agrees to the change and undertakes to comply with the new wording of the Terms and Conditions. Upon the new Terms becoming effective, the original Terms will cease to be effective.

13.4 In case that a consumer dispute arises between the Operator and the Student or between the Tutor and the Student in regards to the rights and obligations of the parties to the use of the Platform or the rights and obligations of the parties to the provision of the Lesson, which cannot be resolved by mutual agreement, the User may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 44, 110 00 Prague 1, e-mail: adr@coi.cz, website: adr.coi.cz

These Terms and Conditions are valid and effective from 01.09.2023