

PREPLY SUBSCRIPTION SERVICES TERMS

Updated: March 24, 2022

These Preply Subscription Services Terms (“**Subscription Terms**”) sets forth the main terms and conditions applying to and governing your use of Preply fee-based subscription services that allow you to access the select network of Tutors, connect with them via the Preply Platform, and use all features and functionalities, www.preply.com website, mobile application, content, and software associated with our fee-based subscription services (“**Preply services**”, “**our services**” or “**the services**”). In order to use the services, you must agree to the terms and conditions set forth below, including the agreement to arbitrate on an individual basis any claims between you and Preply.

These Subscription Terms constitute a binding agreement between you and Preply, Inc. (also referred to as “**Preply**”, “**we**” and “**us**”), a corporation registered and organized under the laws of the State of Delaware with its principal place of business at 1309 Beacon Street, Suite 300, Brookline, MA 02446, USA.

These Subscription Terms supplement [Preply Terms of Service](#), which generally govern your use of the Preply Platform, and which are incorporated into these Subscription Terms by reference. To the extent that there is a conflict between [Preply Terms of Service](#) and these Subscription Terms, these Subscription Terms will prevail.

1. DEFINITIONS

Preply Platform – technology enabling Students and Tutors to connect and make the language learning process more efficient.

Preply Space – a video conferencing tool made available via the Preply Platform, allowing to conduct lessons between Students and Tutors.

Student (also referred to as “**you**”) – a person seeking Tutoring Services by using the Preply Platform or other tools made available by Preply.

Tutor – a person providing Tutoring Services via the Preply Platform or other tools made available by Preply.

Tutoring Services – online language teaching and tutoring services a Tutor is providing to the Students, who purchased a subscription through the Preply Platform.

For other capitalized terms not defined in these Subscription Terms (either in-line or by hyperlink), the applicable definitions are set out in [Preply Terms of Service](#).

2. SUBSCRIPTION PLANS

2.1. General Terms

To use our services you must meet the services eligibility criteria set out in [Preply Terms of Service](#), have Internet access, register an account with Preply and provide us a current, valid, accepted method of payment, as may be updated from time to time ("**Payment Method**").

To use Preply services, you cannot be a person barred from receiving the service under the laws of the United States, the European Union or other applicable jurisdictions, including the country in which you reside or from where you use the service. By accepting these Subscription Terms, you represent that you understand and agree to the foregoing.

We offer a range of subscription plans which may have different prices, conditions and limitations. You may find specific details of each subscription plan on our pricing and checkout pages.

2.2. Credits

As part of a subscription plan or a special promotional offer, you will receive a stated amount of hours or lessons included under such subscription plan or a promotional offer ("Credits"). Credits may only be redeemed on the Preply services and may be used to (a) schedule a lesson with a particular Tutor or (b) join a group lesson.

You may check the remaining balance of your Credits by visiting your Preply account.

If the Tutor misses your scheduled/booked lesson, the Credits will be returned to the balance of Credits in your account. If you miss your scheduled/booked lesson, the Credits will be deemed used and you will not be able to reuse them.

All Credits are valid for a limited time as described in the applicable subscription and promotional terms and conditions. Credits expire immediately upon the cancellation or termination of your subscription unless used prior to cancellation or termination.

2.3. Subscribe to a Tutor

Subscribe to a Tutor is a type of subscription giving you a stated amount of hours per week that you can use to schedule lessons with your chosen Tutor.

Applicable subscription plans and pricing depend on the hourly rate of your chosen Tutor.

You can cancel a lesson up to 4 hours before the scheduled start time, in which case the Credits will be returned to the balance of Credits in your account. If you cancel the lesson less than 4

hours before the scheduled start time, the Credits will be deemed used and you will not be able to reuse them.

2.4. Group Lessons Subscription

Group Lessons subscription is a type of subscription giving you access to the Preply platform and a stated amount of group lessons per week that you can take.

Applicable subscription plans and pricing may be found on our [Group Lessons Pricing](#) page.

Every group lesson suggested to you via the Preply Platform will have a pre-defined level, topic, timeslot and duration. You may book any available group lesson according to your language level. Preply reserves the right to change your language level based on the feedback from the Tutors to help you achieve your learning goals more efficiently.

You can cancel a group lesson up to 24 hours before the scheduled start time, in which case the Credits will be returned to the balance of Credits in your account. If you cancel the lesson less than 24 hours before the scheduled start time, the Credits will be deemed used and you will not be able to reuse them.

3. TRIALS AND PROMOTIONS

3.1. Subscribe to a Tutor. Trial Lesson

Before committing to a monthly subscription, Preply may offer you to buy a trial lesson with a chosen Tutor.

If the Tutor doesn't meet your expectation or the trial lesson didn't take place, you may request (a) a free lesson with another Tutor you will choose on the Preply platform, or (b) a refund of the payment.

You may request to change a Tutor after your first trial lesson without any additional charges, not more than twice. In case you decide to change a Tutor more than 2 times, any next lesson should be paid.

Once you have taken the trial lesson(s) and are sure you want to continue learning with a particular Tutor, you will be prompted to choose a suitable subscription plan.

Purchasing a subscription plan means subscribing to a particular Tutor, which enables you to schedule lessons with that Tutor.

3.2. Group Lessons Subscription. Free Trial Period

Preply offers you access to the Group Lessons subscription benefits **at no charge** for a specified trial period (as may be indicated from time to time on our website or checkout page), after which you will be charged until you cancel your subscription. To avoid being charged, you must cancel before the end of the trial period. Once you cancel your trial, you will immediately lose access to our services and any subscription privileges unless otherwise specified. Trial periods are available for first-time users only.

3.3. Promotions

We may from time to time offer special promotional offers and plans ("**Promotion**") per [Preply Promotional Terms & Conditions](#). Promotion eligibility is determined by Preply at its sole discretion and we reserve the right to revoke a Promotion and put your account on hold if we determine you are not eligible. The eligibility requirements and other conditions will be disclosed when you sign-up for the Promotion or as otherwise communicated to you by Preply.

4. BILLING, RENEWAL AND CANCELLATION

4.1. Subscription Fee

In consideration for the provision of the Preply services, following a paid trial lesson or a free trial period (depending on the type of subscription), you shall pay the applicable monthly (billed every 4 weeks), quarterly or annual fee as disclosed on our pricing and checkout pages (the "**Subscription Fee**"). Unless you cancel your subscription before the end of the applicable subscription period, you authorize Preply to charge the Subscription Fees for the next billing cycle to your Payment Method. If funds are insufficient we will try to renew your subscription for up to 30 days, until funds are made available.

4.2. Billing Cycle

The Subscription Fee for Preply services and any other charges you may incur in connection with your use of the services, such as taxes and transaction fees, will be charged to your Payment Method on the specific billing date indicated on your account "Settings" page. The length of your billing cycle will depend on the subscription plan that you choose when you sign-up for the services. In some cases, your billing date may change (i.e. if you chose our 4-week subscription plan, if your Payment Method has not been successfully charged, when you upgrade or change your subscription plan or if your subscription began on a day not contained in a given month).

4.3. Auto-Renewal

In order to ensure that you don't experience any interruption in Preply services and your learning process, your subscription will automatically renew for additional periods of the same duration, unless you cancel your subscription before the end of the applicable subscription period.

4.4. Upgrades and Downgrades

During the subscription period, you may upgrade your subscription as made available within the Preply services or as otherwise communicated to you by Preply from time to time:

(a) Subscribe to a Tutor

By upgrading your subscription for more hours per week, Preply will automatically charge on a recurring basis the Subscription Fee for the plan you choose, to the Payment Method associated with your account. Your billing cycle will be changed accordingly, but you will have the opportunity to continue using the remaining Credits included under your previous subscription plan up until the next billing date.

(b) Group Lesson Subscription

Upon the upgrade, you will be billed for the applicable increase in Subscription Fee, at Preply's then-current subscription rates.

You can change your subscription by upgrading or downgrading your plan (where available) under the "Manage your subscription" section of your account "Settings" page.

The applicable Subscription Fee for an upgraded plan will take effect immediately; downgrades to your plan will take effect on the next billing date.

4.5. Payment Methods

To use our services you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of your Subscription Fee. You remain responsible for any uncollected amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your subscription, we may suspend your access to the services until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method.

4.6. Updating your Payment Methods

You can update your Payment Methods by going to your account "Settings" page and following the instructions for changing or removing your Payment Method. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

4.7. Pausing Subscribe to a Tutor

You may temporarily pause your subscription once per billing cycle, provided you don't have any scheduled lessons. You will not be able to schedule or take any lessons with your Tutor while the subscription is paused.

You can visit your account "Settings" page and reactivate your subscription at any time by following the instructions in the "Manage your subscription" section.

4.8. Cancellation

You may cancel your subscription at any time before the end of the applicable subscription period by going to your account "Settings" page and following the instructions for cancellation.

If you cancel your Group Lessons subscription, you will lose access to our services and any subscription privileges at the end of your current subscription period.

If you cancel your Subscribe to a Tutor subscription, you will still be able to access our services to take lessons that were scheduled before the end of your current subscription period. Unused Credits will expire at the end of each billing cycle, irrespective of whether the subscription was canceled or not.

4.9. Non-refundable Payments

To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds for any partial subscription periods or unused Credits.

Notwithstanding the foregoing, Preply may provide a refund in the event no Credits have been used during your current subscription period, provided the payment was made less than 28 days ago. A refund request shall be sent to support@preply.com. To the fullest extent permitted by law, any refunds are at Preply's sole discretion.

4.10. Changes to the Subscription Plans and Pricing

Preply reserves the right to change the subscription plans and applicable Subscription Fees at any time, upon notice to the Student, and such change will enter into effect upon subscription renewal. If you do not agree with the changes, you may cancel the subscription as described in the Cancellation section of these Subscription Terms.

5. PREPLY SERVICES

In registering for an account, you agree to provide us with accurate, complete and updated information and must not create an account for fraudulent or misleading purposes. Your username and password are for your personal use only and should be kept confidential. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your account.

You agree to use the Preply services in accordance with all applicable laws, rules and regulations, or other restrictions on the use of the service therein. You agree not to reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Subscription Terms) information and materials contained within or obtained from or through the Preply services.

Preply services are for your personal and non-commercial use only. Subject to your compliance with the terms and conditions outlined herein and [Preply Terms of Service](#), we grant you a limited, non-exclusive, non-transferable, non-assignable right to access the Preply services during the period of your subscription. This access shall remain in effect unless and until terminated by you or Preply. Except for the foregoing, no right, title or interest shall be transferred to you.

6. SUSPENDING AND TERMINATING THE PREPLY SERVICE

These Subscription Terms will continue to apply to you until terminated by either you or Preply.

We may terminate these Subscription Terms (including any additional terms and conditions incorporated herein) or suspend your access to the Preply services at any time (a) if we suspect (i) a breach of these Subscription Terms; (ii) sexual or other unwelcome harassment, threats or intimidation; (iii) illegal or fraudulent activities on your behalf; (b) if we stop providing the Preply services or any material component thereof, or (c) as we believe necessary to comply with applicable laws.

If you or Preply terminate these Subscription Terms, or if we suspend your access to the Preply services, you agree that Preply shall have no liability or responsibility to you, and (except as expressly provided in these Subscription Terms) Preply will not refund any amounts that you have already paid. You may terminate these Subscription Terms at any time by discontinuing your use of Preply services and providing a termination notice to Preply or deleting your account.

7. PREPLY AS AN ON-DEMAND INTERMEDIARY

In providing the Preply services we are acting as an on-demand intermediary connecting Students and Tutors and providing the tools facilitating Tutoring Services.

You acknowledge and agree that Preply is a technology services provider that does not provide online tutoring services or functions as a language learning school.

8. PERSONAL DATA

Preply processes your personal data in accordance with its [Privacy Policy](#).

9. LIABILITY

9.1. Disclaimer

Preply services are provided to you on an "as is" and "as available" basis, without any representations and warranties, express, implied, or statutory. Preply does not represent, warrant or guarantee that your access to or use of Preply services will be uninterrupted or error-free.

Preply Platform functions as an on-demand intermediary and Preply makes no representations, warranties or guarantees as to acts or omissions of the Tutors who may provide Tutoring Services to the Students.

To the maximum extent permitted by applicable law, Preply shall not be liable to any Student or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, but not limited to, property damage or monetary loss, loss of profit or anticipated savings, loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of the use, inability to use, unauthorized access to or use or misuse of the Preply services or any information or materials obtained in relation to the Preply services, whether based upon warranty, contract, tort (including negligence), or, otherwise, even if has been advised of the possibility of such damages or losses.

9.2. Limitation of Liability

You agree that Preply's total cumulative liability in connection with these Subscription Terms or Preply services whether in contract, tort or otherwise, shall not exceed the amounts you paid in Subscription Fees in the then-prior three months.

9.3. Waiver of Class Action

Any claims brought by you or Preply must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

10. INDEMNIFICATION

You shall indemnify, defend (at Preply's option) and hold harmless Preply and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, damages, losses, and expenses of any kind (including legal fees) arising out of or related to (a) your breach of any of these Subscription Terms (including any additional Preply terms and conditions incorporated herein); (b) any activity in which you engage on or through the Preply services; and (c) your violation of any law or the rights of a third party.

11. AMENDMENTS TO THESE SUBSCRIPTION TERMS

Preply reserves the right to amend or modify these Subscription Terms (including any additional Preply terms and conditions incorporated by reference herein) at any time, by posting a revised version on the www.preply.com website and by sending a notice to the email address associated with you whenever such amendments are material in our reasonable opinion.

We encourage you to check this page regularly. If you do not agree with the amendments to these Subscription Terms, you have the right to terminate these Subscription Terms by discontinuing your use of Preply services and providing a termination notice to Preply or deleting your account.

You understand that by using Preply services following the amendment of these Subscription Terms, you consent to be bound by the Subscription Terms as amended.

12. NOTICES

You hereby agree to the use of (a) electronic means to conduct these Subscription Terms and deliver any notices under these Subscription Terms, and (b) electronic records to store information related to these Subscription Terms or your use of the services.

Any notice delivered to you by Preply under these Subscription Terms will be delivered by email to the email address associated with your account or by posting on the www.preply.com website. Any notice delivered by you to Preply under these Subscription Terms will be delivered by contacting Preply at support@preply.com.

13. DISPUTE RESOLUTION

If the respective dispute resulting from these Subscription Terms could not be settled by negotiations, then the dispute shall be finally resolved as set forth below.

Any dispute arising out of consumer claims shall be finally resolved by individual arbitration before a single arbitrator conducted in the English language in Delaware, USA under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

All disputes arising out of or relating to these Subscription Terms shall be finally resolved by individual arbitration. The arbitration will be conducted in Delaware, USA. The individual arbitration must be before a single arbitrator conducted in the English language under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

Any arbitration under these Subscription Terms will be between you (an individual user) and Preply. To the fullest extent permitted by applicable law, and except as expressly provided below, you and Preply expressly waive any entitlement to resolve disputes in court or on a class, collective or representative basis. You and Preply shall appoint as sole arbitrator a person mutually agreed by you and Preply or, if you and Preply cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party.

The parties shall bear equally the cost of the arbitration except (a) to the extent prohibited by applicable law; (b) that if the arbitrator determines that costs unique to arbitration (i.e., filing, administration and arbitrator's fees) would preclude a Student from asserting a claim in arbitration, the arbitrator may require Preply to pay a greater share of such costs unique to arbitration; and (c) the prevailing party shall, to the extent permitted or required by applicable law, be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration in such an amount as may be determined by the arbitrator.

All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Preply shall be entitled to seek temporary injunctive relief, security or other equitable remedies from the United States District Court for the District of Delaware or any other court of competent jurisdiction.

14. GOVERNING LAW

These Subscription Terms shall be governed by and construed in accordance with the laws of the State of Delaware.

15. NON-SOLICITATION

Without limitation, the Preply services may not be used to solicit for any other business, website or service. You may not solicit, advertise for, or contact in any form the Tutors for employment,

contracting or any other purpose not related to the services facilitated through Preply without express written permission from Preply. You may not use the services to collect usernames and/or email addresses of the Tutors by electronic or other means without the express prior written consent of Preply.

16. SEVERABILITY

If any provision of these Subscription Terms is held to be unlawful, void, or unenforceable, such provision will be deemed severable and shall not affect the validity and enforceability of the remaining provisions. In that event, the parties shall replace the affected provision with an enforceable provision that, to the greatest extent possible, approximates the intent and economic effect of the affected provision.

17. CONTACTS

For additional information and in case you have any questions about these Subscription Terms, please contact support@preply.com.