

2020 SAVADLY TERMS OF SERVICE

Updated: 15 October 2020

Welcome to SAVADLY!

Our Terms of Service have been updated. Therefore, please, read these Terms of Service carefully before using the Website and/or Services. If you do not accept these Terms of Service, including the agreement to arbitrate on an individual basis any claims between you and Savadly, please, do not use the Website and do not click “Sign up as a student/tutor” (or similar) or otherwise use the Services.

1. GENERAL INFORMATION

1.1. Terms of Service

These Terms of Service (hereinafter - the “**Terms**”) describe the terms and conditions applicable to your access and use of the website. The Savadly website means www.savadly.com, and its sub-domains (the “**Website**”) and is an online platform intended to be used by students (and/or their parents) and tutors in connection with the Services.

Use of the Services of Savadly (as defined above) is subject to these Terms of Service (the “**Terms**”) and any other rules or policies that are published on the Website that apply to specific activities in which you participate (for example, Savadly Enterprise or Student competitions).

You agree that by using Services and providing the respective consent, you are agreeing to enter into a legally binding contract with Savadly and indicate your unconditional acceptance of these Terms, on your own behalf and, if you are a Parent or Company, on behalf of the Student represented by you who uses our Services.

You are entering into these Terms with Savadly Llc. (referred to as “Savadly”, “we” and “us”), a corporation registered and organized under the laws of the state of Azerbaijan. These Terms, as well as the [Refund and Payment Policy](#), [Privacy Policy](#), [Cookies Policy](#), and [Savadly Blog Privacy Policy](#), are legally binding agreements governing the relationship between Savadly and any User or visitor of the Website and Services.

As a User or a visitor of our Services, the collection, use, and sharing of your personal data is subject to the [Privacy Policy](#), [Cookies Policy](#), [Savadly Blog Privacy Policy](#), and the respective updates. For more information about when, where, and why we collect personal data, how we use it, the conditions under which we may disclose it to others, your rights in respect of your personal data, please refer to our [Privacy Policy](#) and/or [Savadly Blog Privacy Policy](#).

1.2. Services of Savadly

You may be accessing and using the Website, Service, and Software of Savadly as (i) a Student, (ii) a Parent, (iii) a Tutor, (iv) a Company, or (v) a visitor simply using the functionality, including that of the Blog, and/or reviewing the content, that is publicly available on the Website. Throughout these Terms “you” or “your” may refer as applicable to the Student, the Parent, each Tutor, and Company accessing or using any of our Services (each the **"User"**).

Our platform allows students (**“Students”**) and their parents/legal representatives/legal guardians (**“Parents”**) and companies enrolled in Savadly Enterprise (**“Companies”**) searching for tutors, and tutors (**“Tutors”**) searching for Students, to connect for and deliver and pay for or receive payment for online and one-to-one lessons. The **“Services”** include the Website Savadly Space (**“SSpace,”** an online video room), our online discussion forums and chat rooms, other services and features available through the Software, and Savadly Blog and its applicable features, including articles writing and commenting (the **“Blog”**). Savadly does not provide tutoring services, and Savadly does not match Tutors with Students, Parents, or Companies.

1.3. Savadly Enterprise

Companies may be enrolled in Savadly Enterprise, whose Employees (aka Students) will use the Services with the aim to connect with the Tutors for online and one-to-one lessons of language learnings on our online platform.

Companies can easily track Employees' (Students') completed lessons, add or remove Employees (Students), control, refill, or shift their balances through the Dashboard.

Companies enrolled in Savadly Enterprise are provided with a report, which is displayed on the Dashboard to monitor their Employees' (Students) language learning performance.

1.4. Savadly Space

Savadly Space (SSpace) is an optional tool provided by Savadly online learning platform to carry video lessons between Students and Tutors.

Students and Tutors can connect easily through SSpace for high quality and secure online learning environment.

1.5. Amendments to these Terms

We reserve the right to change these Terms from time to time for any reason by posting the updated Terms to our Website with an indication of the modification date at the top of this page. Please check this page to ensure that you're happy with any changes. The additional notifications on any amendments will be sent to your email. By continuing to use the Services following the amendment of these Terms, you consent to be bound by the Terms as amended.

2. OBLIGATIONS

2.1. Services Eligibility

Savadly Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use our Services only in conjunction with and under the supervision of a Parent. In this case, the Parent is responsible for any and all activities of the Student.

2.2. Verification

As part of the Services, we attempt to verify Tutors' ID (passport, driver's license, etc.) and claimed educational credentials (educational background documents, as diplomas, certificates, etc.). The Tutor has to upload a copy of the Tutor's ID and educational document(s). As a Tutor passes a verification a special Badge applies to the Tutor's profile and the uploaded copies of documents get deleted from our servers.

We do not control and are not responsible for any information provided by any Tutor with the aim of such verification. Furthermore, we do not endorse or make any representations or warranties regarding the reliability of the verification or Tutors themselves.

Savadly cannot confirm that each User is who they claim to be. You agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users.

While we use good faith efforts to confirm that each Tutor on our Website is a legitimate instructor, we are not able to provide any assurances regarding the trustworthiness of Tutors and the information they provide via our Website. When interacting with other Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. Neither Savadly nor its

affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the Services. Savadly and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the Services.

Savadly may or may not utilize third-party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications (“Consumer reports”). Savadly does not endorse or make any representations or warranties regarding the reliability of such consumer reports or the accuracy, timeliness, or completeness of any information in the consumer reports. Savadly does not independently verify information in the consumer reports.

You hereby consent to Savadly collecting, using, and disclosing the information in the consumer reports. You understand and agree that Savadly may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a User or to investigate a complaint about a User, but that Savadly shall not be responsible or liable in any way in the event that any information in the consumer reports about any person, including without limitation any User, is not accurate, timely or complete. Users who are the subject of consumer reports may contact the service provider to dispute the accuracy, timeliness, or completeness of such information. Savadly reserves the right to suspend and/or terminate User based on information in the consumer reports or for any other reason in Savadly's sole discretion.

2.3. Privacy

You may use the Website and Blog without providing personally identifiable information. To use the Services we may require providing us consensually with your personal data. Please refer to our [Privacy Policy](#) for additional information on our practices for handling, processing, and securing user’s personal data. When you choose to register for or participate in Services or other events in relation to the Services, you agree that you will provide accurate, complete, and up-to-date personal data as requested on the screens that collect information from you.

2.4. Payment

We use Pasha Bank payment services to bill you through an online account payment in lieu of directly processing your credit/debit card information. Please read more about privacy security in our [Privacy Policy](#). These payment services are enabling your transfer and receipt of funds as payment for Services provided on the Website. If you make payments via our Website or through any related service, you agree that your activities are subject to our additional payment terms specified in the [Refund and Payment Policy](#).

2.5. Refund

Savadly strives to ensure a clear understanding of financial relations between Students and Tutors with respect to the Services we provide. In case you are not satisfied with the Services or any other reason applicable you may be eligible for a refund in accordance with the terms outlined in the [Refund and Payment](#) Policy on the Website. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

Companies using Savadly's Services are not eligible for refunds. Funds may be reallocated between Company employees (Students) in the event that a Company deems an employee no longer eligible for Savadly's Services, or in the case where a Company Employee (Student) elects to change tutors.

3. RIGHTS AND LIMITS

3.1. Your License to Savadly

In case you are a Student, Savadly hereby grants to you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Services and the Software solely for your non-commercial, personal use and subject to the policies and restrictions that we post on our Website from time to time.

In case you are a Tutor, Savadly hereby grants to you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Services and the Software solely for the delivery of your personal services to your clients (i.e. Students) and subject to the policies and restrictions that we post on our Website from time to time.

You agree not to view, copy, or procure content or information from the Website and Software by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the Website and Software (except as may be a result of the standard search engine or Internet browser usage) unless formally authorized by Savadly under separate written agreement.

No materials from the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without Savadly's prior written permission or as expressly provided in these Terms.

Where you purchase a subscription or a license to access the Services, you may not share that subscription or license with others.

Savadly may impose reasonable limits on your scope of access to the Services, including limits on time or number of information accessed or devices used to access such Services, to prevent unauthorized third-party access to or use of the Services.

All rights not expressly granted herein are reserved.

3.2. Your Account

Certain of our Services are reserved for registered users on our Website. To become a registered user you must register on our Website for login credentials to be provided or enabled by Savadly (“Login Credentials”) based on the type of access applicable to your use of the Website (whether Student or Tutor). You agree that you are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs under those Login Credentials. You agree to notify us immediately if you believe that any of your Login Credentials have been or may be used without your permission so that appropriate action can be taken.

You may use the Blog and its features without a registered user status. This shall not preclude the application of these Terms and other Savadly’s applicable documents to your use of Blog, in particular when you submit your article(s) or leave a comment(s) on the Blog.

You may not (i) create more than two accounts(one as a Tutor and one as a Student) to access the Website, (ii) share your Login Credentials with any third party nor (iii) transfer your account to any third party. Savadly is not responsible for any loss or damage caused by, or expense incurred by you as a result of, your failure to safeguard your Login Credentials. You agree that you shall not rent, resell, or remarket the website, or provide access to the Services to any third party. We are not responsible for losses or damage caused by your failure to safeguard your login and password. Savadly may terminate any Login Credentials in its sole discretion; You will not be entitled to create a new account to access the Website if your prior Login Credentials have been terminated by Savadly.

Upon registering for our Services an account for Students may automatically be created for you. You may select a profile photo or insert a link to your account on Google+ or Facebook to display with your account information. Please be advised that the provision of your photo is not an obligatory term to use our Services. You may edit your account with additional information at your sole discretion. Additional information may help you to get more from the Services, for instance, finding a necessary tutor. At the same time, you are not required to provide additional information, not specifically necessary for the registration, it is your choice. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#).

Upon registering for our Services a profile for Tutors is automatically created for you. Please be advised that the provision of your photo and video introduction is an obligatory term to use our Services. You may edit your profile with additional information at your sole discretion. Additional information may help you to get more from the Services, for instance, finding students. At the same time, you are not required to provide additional information, not specifically necessary for the registration. Therefore, it is your choice whether to include additional data to your profile, or not, such as country, language skills, education and work experience. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#).

3.3. Direct Interactions

Savadly does not take part in direct interactions between Students and Tutors except when we consider it advisable:

- a. to ensure compliance with these Terms;
- b. to improve our Services; or
- c. as stated in our Refund and Payment Policy.

Savadly does not have control over transactions between Users except as stated in our Refund and Payment Policy. Savadly does not control Tutor Package provided by Tutors, any reviews or ratings provided by Users, nor of the actions or omissions whatsoever of any User.

Students acknowledge and agree that Services are provided for the purpose of facilitating learning, not cheating. You agree not to inquire about the hiring of or to hire Tutors to complete assignments, write papers, take quizzes, or otherwise do work on your behalf. Further, you agree not to use Services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.

3.4. Representations and Warranties

Tutor-Specific Representations.

If you utilize the Services as a Tutor, (i) You represent and warrant that for each provided Tutor Session or a Tutor Package you have the right to provide services contained in such Tutor Session or a Tutor Package for the purposes of these Terms and that you are capable of fulfilling any offers contained in such Tutor Session or a Tutor Package; (ii) You warrant that you will keep all your Tutor Packages up to date on the Website by notifying Savadly of any changes that would affect the accuracy of such Tutor Packages; (iii) You hereby grant to Savadly and its Users, the right to view and distribute your Tutor Packages without restriction and you acknowledge that your Tutor Packages may be widely disseminated and viewed by large

numbers of people; (iv) You acknowledge and agree that Savadly may display advertisements on the Services in connection with your Tutor Packages without any payment obligation to you; (v) You acknowledge and agree that Savadly may improve the video that You provided for your profile on the Website, the improvements can be made by cutting the video to a specific size, adding the Savadly logo on the video, improving the quality of sound in the video, publishing the video on the Savadly channel with adding the description and link to the Tutor's profile; (vi) You agree to use good faith efforts to provide Students a professional-quality tutoring experience; (vii) you are legally eligible to provide tutoring in the jurisdiction where you provide tutoring; (viii) you have complied and will comply with all laws and regulations that are applicable to you; and (ix) you operate an independent enterprise with respect to which you have obtained all business licenses and permits necessary to legally provide tutoring services.

Student-Specific Representations.

If you utilize the Website as a Student or Parent, (i) You agree to honor the commitments you make to the Tutor via the Website; (ii) You agree that you will not circumvent or manipulate our fee structure, the billing process, or fees owed to Savadly or the Tutor; fail to deliver payment for items purchased by you from the Tutors; and (iii) You agree to use good faith efforts to interact with Tutor online for the Tutor Sessions.

3.5. Tutors' Introduction Video and Profile Picture

Tutors grant Savadly the right to use Tutor's Introduction video and profile picture for marketing, advertising, or promotional purposes. Savadly may publish Tutor's Introduction videos and profile pictures to our official channels in third-party social media advertising systems, video hosting and streaming services, such as YouTube, Facebook, Instagram, or others, as to ensure accessibility and visibility to Savadly students regardless of location.

You may always request to remove any Introduction videos published to our official channels in third-party social media, video hosting, and streaming services by writing to support@savadly.com.

3.6. Tutors' Ranking

Savadly uses many pieces of information in order to show the Tutors that best match a Student's preferences to a Student. The order in which Tutors are displayed depends on a number of factors including, but not limited to, the following - in no particular order:

- the subject the student is searching for;
- the country of the Student;

- the language that a Student is viewing the Website in;
- the time zone of the Student;
- the overlap in working hours between the Tutor and Student's time zones;
- the overall availability of time slots on a Tutor's calendar;
- the past performance of a Tutor in helping their students to achieve their learning goals
- the quality and completeness of a Tutor's profile, including their Introduction video;
- how responsive a Tutor is to Students messages;
- the Student reviews of Tutor's lessons;
- the Students rating of individual lessons;
- prior learning history of a Student on the Website.

3.7. Lesson Recording

You acknowledge and agree that, from time to time, Savadly may record videos of your lessons. This recording is intended solely for the purpose of ensuring the quality of Savadly Services. Recordings will not be shared externally, used for individual targeting, or used for any sales, marketing, or other promotional purposes.

By using Savadly services, you agree and give consent for such recordings that is gratuitous, unsolicited, and without restriction. You agree that Savadly may use these recordings without fiduciary, or other obligation, and without any additional compensation.

You may opt-out of any recordings of your lessons or request to remove any existing recordings by writing to support@savadly.com.

3.8. Referral Program

Students (henceforth the Student Referrer) and tutors (henceforth the Tutor Referrer) may invite another individual who is not, and has never been, a registered user of Savadly (henceforth the Referee) with a referral link. Clicking on this referral link entitles the Referee to a discount off their initial purchase.

Referral links are valid only for the user to whom they are sent and may only be redeemed by the Referee to whom they are sent. We reserve the right to terminate any accounts found in violation and remove any Savadly Credits or Referral Bonus accumulated in violation of these Terms with or without notice.

Students

The Student Referrer will be entitled to receive a discount in the form of Savadly Credits when the Referee makes their initial purchase using the discount from the referral link. The discount amount for the Student Referrer and the Referee is subject to change.

Savadly Credits are valid only in exchange for lessons taken on Savadly and may not be exchanged for cash. Savadly Credits will be valid for 180 days from the most recent login date of the Referrer. If the Referrer has not logged in for 180 days, all Savadly Credits will be expired, and will no longer be recoverable.

Tutors

The Tutor Referrer will be entitled to receive a Referral Bonus for every purchase the Referee makes. The Referral Bonus can be withdrawn as cash. The Referral Bonus amount for the Tutor Referrer and Referee is subject to change.

By clicking on the referral link the Referee grants Savadly the right to process the referee's personal data according to our [Privacy Policy](#).

3.9. Limits

While using the Services, you agree that you will:

- a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, tax laws, etc.;
- b. Provide accurate information to us and keep it updated;
- c. Use the Services and Website in a manner that is lawful, relevant, and proper to the applicable laws.

Any use of the Website that Savadly, in its sole discretion, found inappropriate and/or offensive may result in suspension and/or termination of a User with or without notice.

While using the Services, you agree that you shall not manipulate the price of any goods or services offered within the Services, in any manner. Furthermore, you shall not disrupt or otherwise interfere in any way with any other User's use of the Services. By accessing our Services or any chat room, online discussion forum, or other Service provided through our Website that allows users to communicate to other Users ("Public Areas").

You agree to be abided by the following standards of conduct and You agree that You will not, and will not authorize or facilitate any attempt by another person to use our Website to:

1. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Savadly;
2. Circumvent or manipulate our fee structure, the billing process, or fees owed to Savadly or the Tutor; fail to deliver payment for items purchased by you, unless the Tutor of such Tutor Package has materially changed the package's description, a clear typographical error is made, or you cannot reach the Tutor;
3. Fail to deliver Tutor Packages purchased from you unless the Student or Parent fails to meet the posted terms, or you cannot reach the Student or Parent;
4. Manipulate the price of any item or interfere with other Users' Listings;
5. Use a name or language that Savadly, in its sole discretion, deems offensive;
6. Post false, inaccurate, misleading, defamatory, or libelous content (including personal data);
7. Post hateful or racially or ethnically objectionable Content;
8. Post Content which infringes another's copyright, trademark, or trade secret;
9. Advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered through the Service;
10. Post unsolicited advertising or unlawfully promote products or services;
11. Take any action that may undermine the feedback or rating system when it becomes available (such as displaying, importing, or exporting feedback information from the Website or using it for purposes unrelated to Savadly);
12. Harass, threaten, or intentionally embarrass or cause distress to another user, person or entity.
13. Impersonate another person;
14. Promote, solicit, or participate in any multi-level marketing or pyramid schemes;
15. Exploit children under 18 years of age;
16. Engage in disruptive activity such as sending multiple messages in an effort to monopolize your position;
17. Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use;
18. Introduce viruses, worms, Trojan horses, and/or harmful code to the Website;
19. Obtain unauthorized access to any computer system through the Website;
20. Transfer your Savadly account (including feedback) and Login Credentials to another party without our consent;
21. Harvest or otherwise collect information about Users, including email addresses, without their consent;
22. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 18 years of age);

23. Solicit personal data from children under 18 years of age;
24. Violate any federal, state, local, or international law or regulation;
25. Encourage conduct that would constitute a criminal or civil offense.

All submissions made to Public Areas will be public, and Savadly will not be responsible for the action of other Users with respect to any information or materials posted in Public Areas.

4. WEBSITE CONTENT

Users have a personal, non-transferable, non-exclusive right to access and use the Content of this Website subject to these Terms. The “Content” means all information, text, materials, images, data, links, software, or other material accessible through the Website or Services, whether created by us or provided by another person for display on the Website or through the Services. The Content may contain typographical errors, other inadvertent errors, or inaccuracies. We reserve the right to make changes to document names and content, descriptions or specifications of products or services or other information without obligation to issue any notice of such changes. You may view, copy, download, and print Content that is available on this Website or through the Services, subject to the following conditions:

- a. The Content may be used solely for internal informational purposes. No part of this Website or its Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose;
- b. The Content may not be modified;
- c. Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, through the use of framing or otherwise, except (a) as expressly permitted by these Terms; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

5. CONTENT SUBMITTED BY USERS

We are not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in Content submitted for public display through our Website. We do not prescreen information posted online. We are acting as a passive conduit for such distribution and may not be responsible for Content. Any opinions, advice, statements, services, offers, or other information in Content expressed or made available by Users are those of the respective author(s) or distributor(s) and not of Savadly. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such Content. You are responsible for ensuring that Content

submitted to this Website is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from Your uploading, posting or submission of Content to this Website.

We have the right, but not the obligation, to randomly monitor Content submitted to our Website through an online discussion forum or chat room, to determine compliance with these Terms and any other applicable rules that we may establish, as well as for the purpose of Services' improvement. We have the right in our sole discretion to edit or remove any material submitted to or posted through this Website. Without limiting the foregoing, we have the right to remove any material that Savadly, in its sole discretion, finds to be in violation of these Terms or otherwise objectionable, and You are solely responsible for the Content that You post to this Website.

If you believe that your intellectual property rights have been infringed, please submit your complaint to legal@savadly.com. You may report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims. We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

Lobbying. Federal law restricts lobbying activities by tax-exempt organizations. “Lobbying” includes certain activities intended to influence legislation. Content posted by Users does not constitute lobbying by Savadly but may constitute lobbying by You or an organization that You represent. You are responsible for complying with any applicable lobbying restrictions.

6. LINKS TO THIRD-PARTY WEBSITES

The Website may contain links to non-Savadly websites. These links are provided to You as a convenience and/or ancillary for the Services use, and Savadly is not responsible for the content of any linked website. Any non-Savadly website accessed from the Services is independent of Savadly, and Savadly has no control over the content of that website. In addition, a link to any non-Savadly website does not imply that Savadly endorses or accepts any responsibility for the content or use of such website. The use of any third-party website is subject to its terms of service and privacy policy. We request that our Users exercise caution and good judgment when using third-party websites.

7. ADVERTISEMENT

We will not include your content in advertisements for the products and services of third parties to others without your separate consent.

Savadly may run advertisements and promotions from third parties on the Website. Your correspondence or business dealings with, or participation in promotions of advertisers other than Savadly found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. Savadly is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Savadly advertisers on the Website.

8. NO IMPLIED ENDORSEMENTS

In no event shall any reference to any third party or third-party product or service be construed as an approval or endorsement by Savadly of that third party or of any product or service provided by a third party. Likewise, a link (including without limitation external websites that are framed by the Services as well as any advertisements displayed in connection therewith) to any third-party website does not imply that we endorse or accept any responsibility for the content or use of such a website. Savadly does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion forum or chat room accessible through this Website and will not be a party to or in any way monitor any transaction involving any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

9. SCOPE OF SERVICE

Savadly maintains this Website as a service to the user community that visits the Website subject to these Terms. You are responsible for obtaining and paying for any equipment and Internet service necessary to access our Services. We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without notice. The Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. We may provide access to third-party services and products from time to time or to our own products or Services. You acknowledge that the Website is evolving and that the form and nature of the Website, including the Services, may change from time to time without notice to you.

10. RELATIONS BETWEEN SAVADLY AND USERS

The Services are not an employment service and Savadly does not serve as an employer of any User unless separately subject to a signed, written employment contract signed by both the User and Savadly. Users may use Savadly Services only for the purpose of providing tutoring to or receive tutoring from other Users using the Services and subject to these Terms.

As such, Savadly will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, workers' compensation insurance, social security or payroll withholding tax in connection with your use of Services or Users' services. You understand and agree that if Savadly is found to be liable for any tax or withholding tax in connection with your use of Users' services, then you will immediately reimburse and pay to Savadly an equivalent amount, including any interest or penalties thereon.

In all cases of use of this Website, Users are acting as independent contractors and not as Savadly's or any other party's employee, agent, franchisee, or servant. Accordingly, you will be solely responsible for all costs incurred by you or your organization. You shall not hold yourself out as having the authority to make contracts or promises on behalf of Savadly. No User is entitled to participate in any Savadly vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Savadly to its employees.

The Services provide the connection to Tutors who are willing to be engaged by Students and Parents or Companies as independent contractors. As independent contractors, each Tutor decides when and how often the Tutor will be available to provide tutoring to Students (except that inactivity for 180 consecutive days may result in deletion of a Tutor's account). Each Tutor controls the methods, materials, content, and all aspects of the Tutor's lessons. Any sample tutoring packages or instructional materials that may be made available to Tutors are for a Tutor to review or not review and to use or not use in the Tutor's sole discretion. The Services allow Tutors to create subject-specific tutoring packages for a certain number of hours that may occur over a number of tutoring sessions (each session individually a "Tutor Session," collectively the "Tutor Package"). Students are responsible for selecting the right Tutor for their needs. Students should review and investigate each Tutor's self-reported credentials, education, and experience, as well as reviews from other Parents and/or Students. All tutoring sessions should be supervised by a responsible adult. Each Tutor has the sole discretion to accept or decline or continue or discontinue a tutoring relationship with any Student.

As independent contractors, a Tutor may, at the Tutor's own expense, employ or engage the

services of such employees, subcontractors, partners, or agents, as the Tutor deems advisable to perform the Services (collectively, the “Assistants”). The Assistants are not and shall not be employees of Savadly, and the Tutor shall be wholly responsible for the performance and conduct of the Assistants and for compliance with all laws applicable to any Assistants. Tutors may and in fact are expected to perform services for others or do other types of work (either as an independent contractor or employee or other) while these Terms are in effect, including with Savadly’s competitors if desired, provided that such other activities do not require Tutor to violate the Terms.

11. ASSIGNMENT

You may not assign or transfer these Terms in whole or in part to any third party. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees, and permitted assigns.

12. FEEDBACK

You acknowledge and agree that we may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services (the "**Feedback**") and public feedback from Users with whom you have transacted.

Feedback regarding Savadly. By submitting any Feedback you provide us a written consent to use your Feedback in the improvement and promoting the Services; you agree that submitting a Feedback is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone.

You further acknowledge that, by accepting your Feedback submission, Savadly does not waive any rights to use similar or related ideas previously known to Savadly, or developed by its employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancement and modifications to our Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, or without it in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

Feedback Regarding Users. You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that Savadly may calculate a composite feedback number based on these individual ratings. Tutors agree to be rated by Students along with several criteria, as determined by Savadly. Savadly provides its automatic feedback and rating system as a means through which Users can express their opinions publicly, and Savadly does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Savadly's attention. You may be held legally responsible for damages suffered by other Savadly Users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. Savadly is not legally responsible for any feedback or comments posted or made available on this Website by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Service.

13. NOTIFICATIONS

Unless you otherwise indicate in writing, Savadly will communicate with you by email, regular mail, or by posting communications on this Website. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to Savadly on this Website, or when we post such communication on this Website. You should keep your email address updated on this Website, and you should regularly check this Website for postings. If you fail to respond to an email message from Savadly regarding violation, dispute or complaint within 2 (two) business days, we will have the right to terminate or suspend your use of Services. All notices to Savadly intended to have a legal effect concerning these Terms must be in writing and delivered either in person or by means evidenced by a delivery receipt, to the following address: [Jeyhun Hajibeyli str.116, Zip Code: 1010. Baku/Azerbaijan](#)

To stop receiving specific communications from Savadly, please, submit a notification to us by email at support@savadly.com in order to change the types and frequency of such communications.

14. TERMINATION

Other than Tutors, we may terminate any User's access to our Website in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate Users who violate these Terms, as deemed appropriate in our sole discretion.

We may terminate a Tutor's use of the Services (a) immediately for failure to comply with the Terms; (b) for other cause, including, but not limited to, sexual or other unwelcome harassment, threats or intimidation, fraud, falsification of documents or qualifications; or (c) upon 30 days' advance written notice for any reason.

We may also delete, or ban access to or use of all related information and files. Savadly will not be liable to Users or any third-party for any modification, suspension, or termination of the Service, or loss of related information. You may delete your account/profile at any time. In case you are not using your Savadly account or profile for more than 180 (one hundred eighty) days following the last payment (and held no lessons (no scheduled and no confirmed for the last 180) and/or received no payment), it will be considered expired and gets deactivated and your remaining balance will be expired. Any remaining balance will be irreversibly lost and nonrefundable.

Companies enrolled in Savadly Enterprise whose Employees (Students) have not used their Savadly account for more than 180 (one hundred eighty) days following the last payment (and held no lessons (no scheduled and no confirmed for the last 180) and/or received no payment) will have their balance expired. Any remaining balance will be irreversibly lost and nonrefundable.

Even after your right to use the Services is terminated or suspended, these Terms will remain enforceable against you.

15. INTELLECTUAL PROPERTY RIGHTS

All intellectual property in the design and layout of this Website, Software and the material and information published on its pages belongs to and are vested in Savadly or its licensors. You may not copy any part of this Website or otherwise do anything in relation to any part of the Website. You may not otherwise use or reproduce any of this Website or the material contained within it in any manner other than those listed above without first obtaining the prior written permission of Savadly.

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respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner.

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You may not link or frame to any pages of the Website or any content contained therein, whether in whole or in part, without prior written consent from Savadly. You may like or follow Savadly or share links to the Website via social networking technology referenced on the Website. Any rights not expressly granted herein are reserved.

Except as expressly authorized by Savadly or by Content providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Content of others, in whole or in part, by any means. You must not remove or modify any copyright or trademark notice, or other notice of ownership.

16. CONFIDENTIALITY

You may obtain direct access via the use of the Services to certain confidential information of Savadly, its affiliates or Users, including but not limited to personally identifiable information, technical, contractual, product, program, pricing, marketing, and other valuable information that should reasonably be understood as confidential (“Confidential Information”). You agree to hold Confidential Information in strict confidence and not use the Confidential Information except for the purposes set forth in these Terms and not disclose such confidential information to any third party. All right, title, and interest in the Confidential Information remain with Savadly, its affiliates, and its Users.

No obligation is imposed upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from Savadly, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without any obligation to keep such information confidential; (d) you independently developed without the use of Confidential

Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Savadly adequate to afford Savadly the opportunity to object to the disclosure.

17. DISCLAIMER OF WARRANTY

Use of the Services is entirely at your own risk. Savadly disclaims all liability in connection with any interactions, correspondence, transactions, and other dealings that you have with any third parties, including without limitation Students, Parents, or Tutors Found on or through the Website (including on or via linked websites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, services, delivery of goods, warranties (including product warranties), privacy and data security, and the like. Under no circumstances will we be liable for any loss or damage caused by your reliance on the information in any content on this Website. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through this Website.

You acknowledge that the Website and all Services, text, images, and other information on or accessible from this Website are provided "as is" and are based in part on listings provided by tutors, which are not verified by Savadly, and that any tutor packages, listings or other content acquired through the use of the Website are at your sole risk and discretion. Savadly and its affiliates and licensors are not liable or responsible for any results generated through the use of the Website. We provide no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, Savadly does not warrant that: (i) the information available on this Website is free of errors; (ii) the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by this Website will be uninterrupted, secure, or free of errors; (iii) defects will be corrected, or (iv) this Website or the server(s) that makes it available are free of viruses or other harmful components. Neither Savadly nor its affiliates or licensors is responsible for the conduct, whether online or offline, between users.

In addition, notwithstanding any feature a Student or Parent may use to expedite Tutor selection, each Student or Parent is responsible for selecting their Tutor and negotiating a contract, and Savadly does not warrant any goods or services purchased by a Student or Parent and does not

recommend any particular tutor. Savadly does not provide any warranties or guarantees regarding any tutor's professional accreditation, registration, or license.

Savadly expressly disclaims any liability or claims that may arise between Users of its Services. You are solely responsible for your interactions with all other Users and any disputes that arise from those interactions with other Users. Savadly is not obliged but may attempt to assist in resolving disputes between Users.

18. LIMITATION OF LIABILITY

(a) Disclaimer. In no event shall Savadly be liable to any user of this Website or any other person or entity for any direct, indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, 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 Website or any information contained therein, whether based upon warranty, contract, tort (including negligence) or otherwise, even if has been advised of the possibility of such damages or losses.

(b) Limitation. You agree Savadly's total cumulative liability in connection with these Terms, the Website, the Software, the Services, the Content, or any listing or services whether in contract, tort, or otherwise, shall not exceed the amounts if any, you paid in commissions to Savadly for the Services in the then- prior three months.

(c) Waiver of Class Action. Any claims brought by you or Savadly must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

19. EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

20. INTERNATIONAL

This Website may be accessed from countries other than Azerbaijan. This Website and the Services may contain products or references to products that are only available within the Azerbaijan and Azerbaijan territories. Any such references do not imply that such products will be made available outside Azerbaijan.

If you access and use this Website outside Azerbaijan you are responsible for complying with all applicable local laws and regulations.

We make no representation that information on this Website is appropriate or available for use outside Azerbaijan. Those who choose to access this Website from outside Azerbaijan do so on their own initiative and at their own risk.

21. EXPORT CONTROL

The laws of Azerbaijan prohibit the transmission, export, and re-export of certain products, services, downloadable software and data (technical data) to particular persons, territories and foreign states. Nothing from the Services may be exported, in any way, in violation of Azerbaijan law.

Azerbaijan export control regulations prohibit Azerbaijan businesses, such as Savadly, from offering services to users in specific sanctioned regions.

In order to comply with these regulations, it is not allowed for users in the following areas to access all or certain parts of our Website:

- Iran,
- Sudan,
- Crimea,
- Cuba,
- Syria,
- North Korea

Depending on your exact location, you may encounter an IP or payment purchase block when attempting to enroll in or otherwise access our Website.

22. INDEMNIFICATION

By using the Services, you agree to indemnify, hold harmless and defend Savadly and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with Your use of the Services, including but not limited to (a) acts and/or omissions on or off the Website; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the Website; (c) breach of these Terms; (d)

disputes with or between other Users; (e) use and/or misuse of the Website, including without limitation any information, content and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (j) User information and any acts or omissions with respect to such User information; (k) use of any information in third-party reports; (l) use of third-party payment processing services; (m) use of phone support services; and/or (n) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the Website. You further agree that you will cooperate as requested by Savadly in the defense of such claims. Savadly reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of Savadly without the written consent of Savadly.

In the event that you have a dispute with one any User/s, you hereby release Savadly (and its officers, directors, agents, investors, subsidiaries, employees, contractors, and any other third parties related to the Services) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown, arising out of or in any way related with such disputes.

23. DISPUTE RESOLUTION

Any arbitration under these Terms will be between an individual User and Savadly. To the fullest extent permitted by applicable law, and except as expressly provided below, you and Savadly expressly waive any entitlement to resolve disputes in court or on a class, collective, or representative basis. You and Savadly shall appoint as sole arbitrator a person mutually agreed by You and Savadly or, if You and Savadly 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 Tutor from asserting a claim in arbitration, the arbitrator may require Savadly 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, the application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Savadly 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.

25. NON-SOLICITATION

Without limitation, the Services may not be used to solicit any other business, website, or service. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to the Service facilitated through Savadly without express written permission from Savadly. You may not use the Service to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of Savadly.

26. HEADINGS

The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

27. ENTIRE AGREEMENT. SEVERABILITY

These Terms, together with any amendments and any additional agreements you may enter into with Savadly in connection with the Services, shall constitute the entire agreement between you and Savadly concerning the Services. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

28. CONTACTS

For additional information and in case you have any questions about these Terms, please contact legal@savadly.com.