

Updated: October 20, 2020

## SAVADLY REFUND AND PAYMENT POLICY

Your purchase of and payment for lessons shall be regulated by this Refund Policy.

PLEASE READ IT CAREFULLY BEFORE MAKING A PAYMENT AS IT DETERMINES YOUR RIGHTS WITH REGARD TO YOUR PURCHASES, INCLUDING ESSENTIAL RESTRICTIONS AND EXCLUSIONS.

Savadly strives to ensure a clear understanding of financial relations between students and tutors with respect to the services we provide. This policy applies to all services and features made available through the Website.

### **Tutor-Student transactions**

Savadly facilitates contracts between users (students (their parents) and tutors) by supplying a platform to request, deliver and pay for such Services. Savadly is only a platform and in no case will be a party to any contracts made by tutors and students or any other service or materials provided by a tutor. Savadly will in no way be responsible for monitoring any transactions between students/parents, and tutors.

### **Cancellation of a lesson**

Lessons can be cancelled any time up to 4 hours before the lesson is due to start and rescheduled thereafter. Otherwise, you are liable to be charged the full amount for the scheduled lesson, unless the tutor agrees not to charge you after a formal discussion. We reserve the right for every tutor to charge the cost of the lesson that is cancelled less than 4 hours before its due time, without the possibility of this amount being refunded to the student or transferred to other tutors. You can cancel/reschedule lessons through your Savadly account easily by clicking the corresponding button in 'My lessons' for the scheduled lesson anytime up to 4 hours before your lesson. You will be asked to provide a reason for cancellation which, in most cases, will be forwarded to your tutor.

### **Change of a tutor**

In case you decided to use your right to change a tutor after the first lesson, you can only do this not more than 2 (two) times. In case you decide to change tutors more than 2 (two) times, the next first lesson with any other new tutor should be paid. If the tutor doesn't suit you or the lesson didn't take place, we will guarantee you a free lesson with another tutor that you'll choose on the site, or we will refund the payment immediately after submitting. In case the tutor doesn't

suit your needs, or your scheduled lesson didn't take place but was accidentally confirmed, you can ask us to refund or transfer these funds to another tutor within 3 days of the scheduled lesson's start time.

## Refunds

To make a refund the cancellation of the lesson(s) is required to be made in 24 hours before the lesson is due to start.

If there are extenuating circumstances meaning a lesson is missed or needs to be cancelled at short notice, these refunds can be made at the tutor's discretion, but there is no obligation on the tutor to do so.

Please contact your tutor in the first instance if you would like to be refunded. If you do not receive a response, please email [support@savadly.com](mailto:support@savadly.com) with the following information within 72 hours of the original lesson time:

- Date and time of lesson
- Reason for requested refund
- Name of your tutor

The refund option will be available for your payment only during the period of 90 (ninety) days from the date when your payment was made. The refund may be issued only for the unconfirmed lessons and/or remained hours. Savadly is not responsible for any kind of fee charged by payment systems and will not cover it when initiating a refund. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

In case you forgot to claim your refund during the stated period, you can still use these funds and buy the appropriate amount of hours with any other tutor.

In case you chose a refund option, its speed and availability of refunded funds on your bank account will depend solely from the terms and policies of your bank regarding the speed of transactions.

Your refund may be issued only once. If you buy another lesson(s) at a later time, it will not be subject to the same refund request.

No refund will be issued in case the user has lost and/or forgot his/her login credentials (username and passwords), which has resulted in loss of data, temporary loss of access to the user's account or any other inconveniences for the user.

No refund will be issued in case the user has lost connection due to the absence of Internet access, factory reset or updates.

#### Refund Procedure

You are required to send your refund request at [support@savadly.com](mailto:support@savadly.com).

The refund decision shall be made up to 30 calendar days.

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

#### Chargeback Related

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by us) in connection with your purchase of any lesson(s), you agree that we may suspend access to any and all accounts you have with us.

Fees, incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a payment provider, and disputes that require accounting or legal services shall be covered by you.

#### Expired balance

In the course of 180 (one hundred eighty) days following the payment your remaining balance will be considered expired and will be irreversibly lost and nonrefundable.

#### Deletion of an account

You may request to delete your Account at any time, however, there are no refunds for cancellation.

In case Savadly shall suspend or terminate your Account because of breach of any of our policies, you understand and agree that you shall receive no refund or exchange for any unused

lessons or any portion of the Service, any content or data associated with your account, or for anything else.

## Payment Services

We use third party payment services to bill you through an online account payments in lieu of directly processing your credit/debit card information. Your paid balance for one or more lessons is safe in your account as we use an integrated iframe for checkouts from our partners payment providers (Pashabank) and tutors get payment for each confirmed lesson. Correspondingly all transactions are secured as our partners-payment providers use SSL encryption protection. All payment information is stored encrypted and securely by PashaBank service. We do not store your payment information on our servers.

## Data provided by you

You agree and understand that billing information, which you provide to make payment for lesson(s) through Savadly, namely your credit card information and/or Bank account information, is processed by our partners-payment providers (PashaBank) only. Savadly do not collect, store or otherwise process your billing information.

You agree that Savadly will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of our partners-payment providers in addition to this policy.

You acknowledge that we may change our partners-payment providers and require them to transfer your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

## Payments and Taxes

Available payment methods through our Services are:

- Visa/Mastercard
- MilliÖn

Payments shall be made through the Services. Upon receiving payment from a student (or a parent on a student's behalf), Savadly will hold such payment and disburse it to the applicable

tutor on a pro-rata basis on a per lesson basis. All Users agree that they will not sell or buy tutor services or materials from another User other than through our Services.

Tutors, students and parents will be liable for all transaction fees on the services related to the delivery and consumption of services through our Website.

Registering to become a user of Savadly is free. Parties are responsible for paying all fees and applicable taxes associated with delivery and consumption of services through our Website, as well as for using the tools with a valid payment method. We charge tutors a commission for our Services. Tutor's failure to pay required fees shall be a material breach of this Policy and Terms of Service.

#### Refill lesson hours

The Services allow you to purchase package of lessons hours on an automatic basis ("Refill"). When you have one or fewer hours left with the tutor, the same previously purchased package of lesson hours will be added to your account by charging your saved card.

Refill settings may be changed. You may choose how many hours of lessons to refill for each tutor by changing these settings in the "Payment methods".

Refill automatically renews until cancelled at any time in the account settings "Payment methods".

#### Other

Savadly is not a bank or any type of a financial institution, we do not provide any financial services or advice. Any payments made via our platform are made solely for the purpose of consumption and delivery of educational services between students and Tutors. Such payments may not be made and used for any fraudulent, criminal or illegal activity as defined by the law. The exchange rates provided on our Website do not always reflect the real market situation for a specified date. Such exchange rates are provided for the comparative and informational purposes only in order to help you get the best possible Services on our Website. In order to get the real exchange rates on a specific date, please, advise your bank or any other official financial institution.