



Terms and Conditions

The following terms and conditions ("General Terms and Conditions") shall apply to all business relations between LangCoach Ltd trading as LangCo of Suite 1, 5th Floor, City Reach, 5 Greenwich View Place, London E14 9NN, United Kingdom (hereinafter "LangCo") and you the user of the website and our services.

Please read these Terms and Conditions carefully before using the website or services (collectively the "Platform"). These Terms and Conditions constitute a legal agreement between you and LangCo governing the use of our website and our services. We licence use of our website and our services to you on the basis of these Terms.

For convenience and user-friendliness these Terms and Conditions are sectioned into three parts namely A) General Terms and Conditions, which are applicable to all users and visitors, B) Student Terms and Conditions, which are supplemental to the General Terms and Conditions if you are a student. And C) Tutor Terms and Conditions, which are supplemental to the General Terms and Conditions if you are a Tutor providing your services on our website. The version valid at the time of the conclusion of the contract shall be authoritative in each case.

A) General Terms and Conditions

1. Terms and Conditions

1. Users within the meaning of these Terms and Conditions are both students and tutors.
2. Students within the meaning of these terms and conditions are natural persons with whom Tutors enter into business relations without them acting in the exercise of or for the purpose of a commercial or independent professional activity.
3. Tutors within the meaning of these Terms and Conditions are natural or legal persons or persons and companies with legal capacity with whom Students enter into business relations and who are acting in the exercise of their commercial or self-employed professional activity.
4. Certain services and/or products of LangCo may be subject to separate contractual and/or registration conditions, which supplement the provisions of these General Terms and Conditions. These shall be referred to separately in connection with the respective service/product in the product-specific terms and conditions. Insofar as these separate and special terms and conditions for individual service areas deviate from the provisions of these General Terms and Conditions, the provisions of the special terms and conditions shall take precedence over the respective provision of these General Terms and Conditions.
5. Deviating or conflicting terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed.
6. The provisions set out in these Terms govern your access to and your use of our website and shall constitute a legally binding agreement between you and us.
7. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.
8. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable licence to use our Platform on these Terms.

2. Your relationship with LangCo

1. LangCo merely provides the technical and organisational infrastructure to ensure the proper conduct of transactions on the platform.
2. LangCo does not itself become a contracting party to the contracts concluded exclusively between the users. The performance of contracts concluded with LangCo is also exclusively between the users.
3. The users themselves are responsible for compliance with legal requirements and the assertion of claims arising from the contracts they have concluded. In particular, LangCo does not guarantee:
 - a) the accuracy and completeness of the statements and declarations made in relation to the items offered,
 - b) the items offered as such; and
 - c) the conduct and performance of the offering third party.



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4. Users are required to comply with applicable laws when using the Website and Service. It is each user's own responsibility to ensure that their offers are lawful and do not infringe the rights of third parties.
5. Users may not use addresses, contact details and e-mail addresses obtained through the use of LangCo for any purpose other than contractual and pre-contractual communication. In particular, it is forbidden to resell this data or use it to send advertising, unless the respective user has expressly consented to this in advance.
6. The content published on LangCo by the respective users is generally not reviewed by LangCo and does not represent the opinion of LangCo.
7. LangCo can only perform a limited review of the data provided by users. Therefore, no guarantee can be given for the accuracy of the data provided by the respective users.
8. Insofar as offers and content are also to be displayed on mobile end devices, LangCo has the right to technically edit, prepare and adapt offers and content of users in such a way that they can also be displayed on mobile end devices or software applications of third parties. The users themselves are responsible for the offer of the offers on mobile end devices.

3. Your account

1. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our website, you agree and acknowledge that:
 - a) you have read the terms set out in these Terms and agree to be bound by and comply with them; and
 - b) you shall ensure that all Users of your Account abide by these Terms.
2. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage, or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
3. We reserve the right to, without any notice, explanation, or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform or your Account at any time, or remove or edit content (including content submitted by you) on our Platform or on any of our affiliated websites (including social media pages).

4. General Principles

1. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Platform or any other products, services, affiliated websites (including social media pages) provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
2. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.
3. Our Acceptable Use Policy sets out the permitted uses and prohibited uses of our Platform. You shall ensure that all Users of your Account comply with this Acceptable Use Policy.
4. Our Privacy Policy sets out our policy concerning the collection, use and disclosure of your Personal Data in compliance with the UK's DPA and the EU's GDPR. By using our Platform, you consent to our collection, use, and disclosure of your Data in the manner set out in our Privacy Policy and you warrant that all Data provided by you is accurate. Should you wish to update your Data and/or withdraw your consent to our collection, use, and disclosure of your Data, or should you have any feedback or enquiries relating to your Data, please contact us.
5. Our Cookie Policy sets out our policy governing the use of cookies on our Platform, which allows us to personalise users' experience on our Platform. Your (and any User of your Account's) use of our Platform shall be in accordance with this Cookie Policy.



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5. Technical requirements and responsibility

1. Users are responsible for ensuring that the technical requirements for access to and use of the respective services are met.
2. This applies in particular to the hardware and operating system software used, the connection to the Internet, the firewall settings (if any) and the current browser software. The user shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the online course.
3. LangCo does not guarantee that the services offered can actually be used with the user's computer.

6. Uploading content to our Platform

1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Policy, Acceptable Use Policy, the UK's DPA and the EU's GDPR and any other applicable laws.
2. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
 - a) the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
 - b) the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data (including for the avoidance of doubt any insurance policies).
3. We will only use the content uploaded by you for the purposes of providing the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymised and used only for the purposes of improving the Services and our response to users of the Platform.
5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under applicable law.
6. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.

7. Contribution Licence

1. By posting your Contributions to any part of the Platform or making Contributions accessible to the Platform by linking your account from the Platform to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image, and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sub-licences of the foregoing. The use and distribution may occur in any media formats and through any media channels.
2. This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform.



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4. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.
5. We have the right, in our sole and absolute discretion,
 - a) to edit, redact, or otherwise change any Contributions;
 - b) to re-categorise any Contributions to place them in more appropriate locations on the Platform; and
 - c) to pre-screen or delete any Contributions at any time and for any reason, without notice.
6. We have no obligation to monitor your Contributions.

8. Restrictions

1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:
 - a) save for internal distribution amongst your employees and persons authorised by you for your internal business purposes, and any other purposes contemplated under these Terms or the Platform, not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;
 - b) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
 - c) not to provide or otherwise make available our Platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
 - d) to include our copyright notice on all entire and partial copies you make of our Platform on any medium;
 - e) to comply with all applicable technology control or export laws and regulations; and
 - f) not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform, or servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

9. Intellectual Property Rights

1. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licenced (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.
2. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive licence to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.
3. You acknowledge that you have no right to have access to our Platform in source code form.
4. Save for internal distribution amongst your employees and persons authorised by you for your internal business purposes and any other purposes contemplated under these Terms or the Platform, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way, and you must not use any illustrations, photographs, sequences or any graphics separately from any accompanying text.
5. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.
6. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a licence to do so from us or our licensors.



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7. If you print off, copy or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately and, and must, at our option, return or destroy any copies of the materials you have made.
8. As a user of the Platform, you agree not to:
 - a) systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
 - b) make any unauthorised use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
 - c) use the Platform to advertise or offer to sell goods and services.
 - d) circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
 - e) engage in unauthorised framing of or linking to the Platform.
 - f) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
 - g) make improper use of our support services or submit false reports of abuse or misconduct.
 - h) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
 - i) interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
 - j) attempt to impersonate another user or person or use the username of another user.
 - k) sell or otherwise transfer your profile.
 - l) use any information obtained from the Platform in order to harass, abuse, or harm another person.
 - m) use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavour or commercial enterprise.
 - n) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
 - o) attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
 - p) harass, annoy, intimidate, or threaten any of our employees or producers engaged in providing any portion of the Platform to you.
 - q) delete the copyright or other proprietary rights notice from any Content.
 - r) copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
 - s) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
 - t) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorised script or other software.
 - u) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
 - v) use the Web Site in a manner inconsistent with any applicable laws or regulations.

10. Mobile Application Licence

1. If you access the Platform via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices



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owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Terms and Conditions.

2. You shall not:
 - a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
 - b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
 - c) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
 - d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
 - e) use the application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended;
 - f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
 - g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
 - h) use the application to send automated queries to any Website or to send any unsolicited commercial e-mail;
 - i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

11. Apple and Android Devices

1. The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Platform:
 - a) the licence granted to you for our mobile application is limited to a non-transferable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;
 - b) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application licence contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
 - c) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
 - d) you represent and warrant that (i) you are not located in a country that is subject to a UK government embargo, or that has been designated by the UK government as a "terrorist supporting" country and (ii) you are not listed on any UK government list of prohibited or restricted parties;
 - e) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;
 - f) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Terms and Conditions against you as a third-party beneficiary thereof.

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12. Acceptable Use Policy

1. You may use our Platform only for lawful purposes.
2. You may not use our Platform:
 - a) in any way that breaches any applicable local or international laws or regulations;
 - b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - d) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
3. You also agree:
 - a) not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms; and
 - b) not to access without authority, interfere with, damage or disrupt:
 - c) any part of our Platform;
 - d) any equipment or network on which our Platform is stored;
 - e) any software used in the provision of our Platform; or
 - f) any equipment or network or software owned or used by any third party.

13. Content Standards

1. These content standards apply to any and all information and material which you post or upload on our Platform (“Contributions”).
2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.
3. Contributions must:
 - a) comply with UK law, in particular, the UK's DPA and the EU's GDPR , and the laws of any country from which they are posted; and
 - b) be placed in the correct and appropriate categories.
4. You shall be responsible for ensuring all Contributions are up-to-date, authentic, truthful, and accurate.
5. You shall be responsible for the origin of the Contributions and must ensure that you either have all ownership rights to the Contributions posted or all rights and/or consents or licences allowing you to upload and post the Contributions to and on our Platform.
6. Contributions must not:
 - a) infringe any intellectual property right of any other person;
 - b) be made in breach of any legal duty owed to a third party, such as a contractual duty, a duty of confidence or any duty arising under law;
 - c) contain any material which is defamatory of any person, obscene, offensive, or inflammatory or promotes any illegal activity, discrimination, violence, or ill-will and hostility;
 - d) be threatening or abusive, invade another’s privacy, or cause or be likely to cause annoyance, alarm, inconvenience or needless anxiety to any other person;
 - e) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - f) give the impression that they emanate from us, if this is not the case; or
 - g) advocate, promote or assist any unlawful act or otherwise contain any material which is criminal in nature.
7. We reserve the right to request that you amend or delete the Contributions if it is found that any of the Contributions posted by you is in contravention of this acceptable use policy.
8. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same.

14. Suspension



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1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Platform.
2. When a breach of this policy has occurred, we may take such action as we deem appropriate.
3. Failure to comply with this acceptable use policy constitutes a material breach of the Terms and Conditions upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions:
 - a) immediate temporary or permanent cancellation of your right to use our Platform;
 - b) immediate temporary or permanent removal of any Contribution;
 - c) issuance of a warning to you;
 - d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;
 - e) further legal action against you; and/or
 - f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
4. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

15. Submissions

1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
2. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

16. Third-Party Websites And Content

1. The Platform may contain (or you may be sent via the Platform) links to other websites ("Third-Party websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").
2. Such Third-Party websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Web Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party websites or the Third-Party Content.
3. Inclusion of, linking to, or permitting the use or installation of any Third-Party websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.
4. You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.
5. You agree and acknowledge that we do not endorse the products or services offered on Third-Party websites, and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party websites.



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17. Platform Management

1. We reserve the right, but not the obligation to:
 - a) monitor the Platform for violations of these Terms and Conditions;
 - b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
 - c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
 - d) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive or are in any way burdensome to our systems;
 - e) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

18. Modifications And Interruptions

1. We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time.
2. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.
3. We cannot guarantee the Platform will be available at all times.
4. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors.
5. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform.
6. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

19. Availability of the Platform

1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
2. LangCo accepts no liability for any disruption or non-availability of the Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

20. Corrections

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to the Platform, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

21. Privacy

1. For the purposes of applicable data protection legislation, LangCo will process any personal data you have provided to us in accordance with our Privacy Policy available on the LangCo website or on request from LangCo.
2. You agree that, if you have provided LangCo with personal data relating to a third party
 - a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to LangCo and



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- b) that you have brought to the attention of any such third party the Privacy Notice available on the LangCo's website or otherwise provided a copy of it to the third party.
3. You agree to indemnify LangCo in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

22. Term and Termination

1. These Terms and Conditions shall remain in full force and effect while you use the Platform. Without limiting any other provision of these terms and conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Platform (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms and conditions or of any applicable law or regulation. We may terminate your use or participation in the Platform or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.
2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.
3. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

23. Warranties

While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform and all Related Content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.

24. Limitation of Liability

1. To the maximum extent permitted by law, LangCo accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Platform or any information contained therein. Users should be aware that they use the Platform and its Content at their own risk.
2. Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid, or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.
3. LangCo shall only be liable for damages in the event of intent or gross negligence. LangCo shall only be liable for the negligent breach of essential contractual obligations (cardinal obligations).
4. In the event of damage caused by minor negligence, LangCo and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage that was foreseeable and typical for the contract at the time of conclusion of the contract.
5. The above exclusions of liability shall not apply in the event of injury to life, limb, or health. Statutory liability remains unaffected.
6. Any exclusion or limitation of LangCo's liability shall also apply to the personal liability of its legal representatives, employees, and other vicarious agents.
7. This term shall apply only within jurisdictions where a particular term is illegal.

25. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

26. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.



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27. Notices

All notices / communications shall be given to us either by email to info@lang-coach.com. Such notice will be deemed received, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

28. Law and Jurisdiction

These terms and conditions and the relationship between you and LangCo shall be governed by and construed in accordance with the Law of England and Wales and LangCo and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

B) Student Terms and Conditions

1. General

The following Student Terms and Conditions are supplemental to the above-mentioned General Terms and Conditions. Your agreement to comply with and be bound by these terms and our General Terms and Conditions is deemed to occur upon your first use of the platform. If you do not agree to be bound by these terms and our General Terms and Conditions, you should stop using the platform immediately.

2. Scope

1. LangCo operates a platform linking students to tutors. Whether or not a service is offered and/or accepted is entirely at the discretion of the Users. LangCo has no control over this process. Services are provided by LangCo directly to users, who determine the deliverables and all other requirements.
2. In order to be able to use the many services of LangCo that are not generally accessible, registration of the interested party is required. There is no legal entitlement to registration and the associated use of the services of LangCo. In particular, LangCo reserves the right to refuse the registration of the interested party without giving reasons.
3. In order to use the services of LangCo, the interested party must be 16 years or older at the time of registration and parental consent is required at all times or have a valid and unambiguous parental consent. A further prerequisite is that the information provided on the occasion of the registration for the interested party carrying out the registration is true and that an account of this interested party at www.lang-coach.com is/was not blocked or closed.
4. The contract between LangCo and the users is concluded on the basis of these terms and our General Terms and Conditions, upon registration. Deviating terms and conditions of the users are not valid, unless otherwise agreed.
5. These terms and our General Terms and Conditions do not apply to services which are offered on the platform which are clearly to be understood as services of third parties.
6. LangCo reserves the right to change these terms and our General Terms and Conditions. In such a case, LangCo will inform the users of the change to these terms and our General Terms and Conditions with a notice period of 4 weeks. Consent is deemed to have been given if no objection is made within 4 weeks, for example in writing.
7. The users has the option to unsubscribe from the use of the service at any time and without giving reasons, in writing, by e-mail or by clicking on the corresponding unsubscribe button. This deletes all data in the profile of the interested party and terminates the user relationship.

3. Conclusion of contract

1. Unless otherwise regulated in the context of special offers, LangCo offers on the Internet and LangCo instruction contracts constitute a binding offer to the user to conclude the contract with LangCo. The user may accept the offer by placing an order. In the case of orders placed on the Internet, the contract shall be concluded when the user sends the order to LangCo.
2. The user shall have the opportunity to check, correct or delete his or her details until the end of the order process. Input errors can also be corrected by the user navigating backwards in the browser or cancelling the order process and starting again. To complete the order, the user must accept the



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respective conditions and confirm the purchase. The user shall then receive confirmation of the order by e-mail. LangCo shall save the order and the order data entered. The user shall receive an order confirmation by e-mail and has the option of accessing the current General Terms and Conditions online and printing them out at any time.

3. In other respects, i.e. outside the online ordering option via www.lang-coach.com, the contract between the user and tutor shall be concluded by signing a teaching contract provided by the tutor or an in other way or form binding agreement. Both shall also be concluded exclusively subject to these Terms and Conditions.
4. The course or service to be booked in each case shall be separately designated and described in the written tuition contract.

4. Services

1. The offer of LangCo contains services which are provided in connection with an internet-based online platform. At LangCo, the respective service offers can be accessed at will.
2. LangCo is not a mediator or tutor, but merely offers the platform on which the placement processes can take place. The service for students is limited to giving them the opportunity to get to know tutors.
3. The service for users, is limited to giving them the opportunity to create a profile, through which other Users are encouraged to contact them, at their own initiative.
4. LangCo does not guarantee that students will find suitable tutors or that tutors will find suitable students.
5. LangCo assumes no liability for the content that tutors provide, nor the ability to fulfil the requirements for an by the tutors advertised service or also any information provided by the tutors. LangCo has no influence on the offers made by tutors.
6. LangCo is entitled to check the personal details of the Users by means of suitable official documents in order to confirm the correctness of the data entered. LangCo reserves the right to delete the users profile in the case of false information and gross violations of these terms and our General Terms and Conditions without prior notification or naming of reasons. In the case of gross deception, falsification of documents or other willful misrepresentation, LangCo will take appropriate action, including legal action.
7. Third-party services offered via LangCo are clearly marked as such. LangCo assumes no liability for such when using such services.
8. LangCo reserves the right to adapt, expand or restrict the service portfolio according to the current needs of the users. Previous users who do not wish to continue using the services of LangCo under the changed conditions must indicate this in writing within a period of 2 weeks, by e-mail or by post. There will be no claim for damages against LangCo.
9. You agree that by accessing the platform, you have read, understood, and agree to be bound by all of these terms and our General Terms and Conditions. If you do not agree with all of these terms and our General Terms and Conditions, then you are expressly prohibited from using the platform, and you must discontinue use immediately.
10. Supplemental terms and conditions or documents that may be posted on the platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these terms and our General Terms and Conditions at any time and for any reason.
11. It is your responsibility to periodically review these terms and our General Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the platform after the date such revised Terms and Conditions are posted.
12. The information provided on the platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.



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13. Accordingly, those persons who choose to access the platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
14. All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or LangCo to use the platform. If you are a minor, you must have your parent or LangCo read and agree to these terms and our General Terms and Conditions prior to you using the platform.

5. User Representations

1. By using the platform, you represent and warrant that:
 1. all registration information you submit will be true, accurate, current, and complete;
 2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
 3. you have the legal capacity, and you agree to comply with these terms and our General Terms and Conditions;
 4. you are not under the age of 18; or if a minor, you have received parental permission to use the platform;
 5. you will not access the platform through automated or non-human means, whether through a bot, script, or otherwise;
 6. you will not use the platform for any illegal or unauthorised purpose;
 7. your use of the platform will not violate any applicable law or regulation.
2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the platform (or any portion thereof).

6. Tutoring Services

1. Please note that LangCo does not confirm the information in a tutor's profile, their competency, their background, their content, lectures and other material provided nor their proficiency in the subject matters where they offer their services. LangCo cannot and does not control the services performed by tutors for users, or the actions of any tutors, users or other users of the site and services. LangCo is not responsible for the actions of tutors, users, third-parties and other users of the site and services. Accordingly, any meetings (virtual or otherwise) between users, tutors or any other third-parties and any purchases of lesson services provided by tutors are done at the user's risk, to the fullest extent permitted by applicable law.
2. Your use of the LangCo Websites or Services may involve the exchange of file attachments between you and a LangCo Tutor. LangCo is not responsible or liable for the content of such attachments, and such attachments may be viewed by other LangCo users, or by the public generally. You acknowledge sole responsibility for and assume the risk arising from your downloading any such attachments and posting such attachments.

7. Selection, Replacement of Tutors and Scheduling

1. LangCo appoints a Tutor at its own discretion, taking into consideration the user's goals for learning English, their level of English, their chosen course, whether they want to learn with native or non-native Tutors or a combination of the two.
2. During the trial lesson, LangCo determines the user's level of English in order to provide them with the most suitable Tutors and lesson plans. This assessment of the trial lesson is for reference only and may differ from the assessment that the user received/or may receive from a third party.
3. The user has the right to ask LangCo to change their Tutor and is obliged to provide a reason for such a request. LangCo will then consider the request within 48 (forty-eight) hours from the moment of receipt and reserves the right to refuse such a request or extend the time period for consideration of such a request.
4. The lessons scheduled consist of the chosen course, the availability of both the user and the Tutor. LangCo has the right, to reserve time in the Tutor's schedule for regular users of the services.



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However, if the user does not pay for the lesson for 8 (eight) hours before its start, the reservation may be cancelled.

5. LangCo has the right to change the Tutor for valid reasons (illness, planned absence, other circumstances) and will notify the user about this by notifying them via the user's personal account. If the user refuses to change the Tutor, the user has the right to suspend the receipt of services under these Terms.

8. Lessons

1. All lessons are held on the LangCo official website.
2. The user agrees that LangCo has the right to record audio and video during the lessons in order to control the quality and improve the quality of service.
3. If at the start time of the lesson, the Tutor cannot contact the user, the Tutor is obliged to send a notification through the personal account to communicate with the user.
4. If, within five minutes after the planned start of the lesson, the user does not receive a call or message in the user's personal account from the Tutor, the user is obliged to contact LangCo. A lesson that is not carried out as a result of the Tutors, will be rescheduled without any cost.
5. The lesson is considered to be conducted successfully if, within 1 (one) hour after the lesson has been completed, the user does not submit a complaint to LangCo regarding the quality of the lesson or the punctuality of the Tutor.
6. At the end of the course, LangCo will provide a certificate by email confirming that the user has reached a certain level of English proficiency. LangCo does not guarantee that the user will perfectly master the English language at any level: this depends on the time the user spent on learning the language and their abilities (including memorising words and phrases, revising to teaching materials, etc.). The specified certificate is issued for reference purposes and the user's level assessment made by LangCo may differ from that done by a third party.

9. Rescheduling and Canceling Lessons

1. The user has the right to postpone or cancel the lesson 5 (five) hours before the start.
2. Failure to comply with this means that the user agrees to the proposed time for the lesson, and if the user misses the lesson, then the payment for this lesson is not refundable.
3. The user is able to reschedule or postpone the lesson via their personal account and only at the time marked available by their Tutor.
4. In order to change the duration of the lesson (within the options available LangCo user's) or agree to increase the frequency of classes, change the Tutor or suspend classes, the user must inform LangCo through the personal account (message to the user Support chat), email us at info@lang-coach.com.
5. The trial lesson is not subject to payment. However, if the user misses or cancels the trial lesson, LangCo has the right to refuse to reschedule.
6. LangCo Tutors have the right to change their schedule and availability by notifying the user via their personal account with a 24 (twenty-four) hour advance notice.

10. Suspension of Lessons

1. The user has the right to suspend their lessons while maintaining the remaining of their scheduled lessons.
2. If the user needs to suspend their lessons, they will need to notify LangCo 24 hours before the start of their next lesson, so that LangCo is able to cancel the remaining reserved lessons, as well as notify the allocated Tutor.
3. When resuming lessons, the user will be able to create a new schedule.
4. LangCo has the right to suspend classes at its discretion in the event of public holidays at the place of residence of the user or the location of LangCo. LangCo, however, will need to notify the user in advance of this by e-mail or via the users Personal Account.

11. Accessing the platform



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1. Access to the platform is permitted on a temporary basis, and we reserve the right to withdraw, suspend, discontinue or change all or any part of the platform without notice. We will not be liable if for any reason our platform is unavailable at any time for any period.
2. You are responsible for making all arrangements necessary for you to have access to our platform. You are also responsible for ensuring that all persons who access our platform through your internet connection are aware of these terms and our General Terms and Conditions, and that they comply with them.
3. You may use the platform only for lawful purposes.
4. You may not use the platform: in any way that breaches any applicable local, national or international law or regulation; in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; for the purpose of harming or attempting to harm minors in any way; or to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
5. You also agree:
 1. Not to access without authority, interfere with, damage or disrupt: any part of our platform; any equipment or network on which our platform is stored;
 2. any software used in the provision of our platform; or any equipment or network or software owned or used by any third party.

12. No reliance on information and limitation of liability

1. Commentary and other materials posted on our platform are not intended to amount to advice on which reliance should be placed; they are there for guidance purposes only.
2. LangCo makes no representations, warranties or guarantees, whether express or implied, that the content on the platform is accurate, complete or up to date.
3. LangCo will not be liable for any loss or damage including, without limitation, loss of profit, indirect, incidental or consequential loss, or any damages whatsoever arising from the use of, or in connection with such use or loss of use of, the platform, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable.
4. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the platform or to your downloading of any content on it, or on any platform linked to it.
5. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

13. Prices and Payment

1. The prices stated for the respective LangCo services and/or products shall apply at the time the order is placed.
2. The prices shown on the website or in the marketing and sales documents of LangCo are final prices and include the statutory value added tax, insofar as this is applicable to the respective service or product.
3. The applicable prices are shown in the respective service or product description. The user undertakes to pay this price. Payment is due upon ordering the service or product. We reserve the right to claim higher damages for delay.
4. Courses are paid for in full prior to the lessons. Prices and methods of payments are published on the website, the content of which is included in the Terms by reference. Each course the user purchases entitles them to lessons within the limits specified in the course description, and within 6 (six) months after making an advanced payment.
5. The user pays for 100% of the cost of the course prior to starting their lessons. If the user pays for the lesson less than 8 (eight) hours before the start of their lessons, LangCo has the right to cancel the lesson and reserve the Tutor's availability for another student.
6. Payment is considered to be completed when the money is credited to LangCo's account or a third party (Stripe), collecting fees on behalf of LangCo.



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7. The user is solely responsible for ensuring that the payment made is correct and abiding by any taxes applicable in their own country of residence.
8. The user is solely responsible for paying for third-party services (such as services communications, Internet, etc.) required to receive LangCo services.
9. Payments services of LangCo are processed by a payment service provider (Stripe) acting on the basis of an agreement with LangCo. All rights and obligations arising in relation to the payment process are directly between the payment service provider and the user.
10. LangCo does not process or have access to any of the user's personal payment or bank details provided in connection with the settlement of payments by Stripe.
11. LangCo does not store the details of bank cards on their resources, including servers,
12. cloud storage, etc.
13. In the event of default in payment, LangCo may suspend the continuation of all current orders, irrespective of the exercise of other rights.

14. Termination

1. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these terms and our General Terms and Conditions, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).
2. The user has the right to terminate these Terms unilaterally, notifying LangCo in writing of their intention to terminate these Terms and the reasons for termination.
3. LangCo will consider returning any payment previously paid by the user in the amount equal to the cost of services not provided by LangCo (any paid unused lessons). LangCo can, however, withhold any cost incurred due to the payment process.
4. In the case where a refund is granted, the refund is made within 30 (thirty) calendar days from the date of termination of the Terms. If there is a complaint about the quality of the services provided, such a claim will be considered by LangCo within 10 (ten) calendar days.
5. The refund the user will be entitled to receive will not include any free, extra or discounted lessons awarded to the user as part of a promotional or reward scheme.
6. To obtain a refund the user must request an application form from LangCo at info@lang-coach.com.
7. If the User decides to resume lessons after the termination of the Terms, the cost of classes is determined in accordance with the prices in force at the time of renewal.

15. Warranties

1. While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform and all Related Content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
2. As part of the Services, you may communicate with Tutors and have access to Tutor's Advice. Any information about Tutors is provided on an "as is" basis, based on information provided to us by the Tutors. We do not make any warranties, express or implied, as to the qualifications, quality, suitability, fitness for purpose, completeness or correctness of any Tutor or Tutor's Advice.
3. You acknowledge that Tutors are not our agents or employees and all Tutors are solely responsible for any Tutor's Advice. No Tutor is authorised to make any statement or representation for and on behalf of us. While we have conducted basic checks on Tutors, we do not make any representations or warranties as to the qualifications or experience of any Tutor and you are encouraged to conduct your own due diligence on each Tutor, including whether such Tutor and Tutor's Advice is relevant or suitable for your needs.
4. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.



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16. Right to cancellation for consumers in distance selling contracts

1. You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day of the conclusion of the contract.
2. In the case of digital learning solutions that are not made available on a data carrier, the right of cancellation expires at the beginning of the execution of the contract - for example, when the login to a portal has taken place and the first course unit has been started. The user agrees to this point within the framework of these General Terms and Conditions.
3. However and in line with the foregoing and provided you not already accessed our Platform you can exercise your right of cancellation. To do so you must inform us of your decision to withdraw from this contract by means of a clear declaration. You can use a model cancellation form for this purpose, which is, however, not mandatory. If you make use of this option, we will send you confirmation of receipt of such revocation without delay (e.g., by e-mail).
4. In order to comply with the revocation period, it is sufficient for you to send the notification of the exercise of the right of revocation before the expiry of the revocation period.
5. If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs, without delay and at the latest within fourteen days of the day on which we received notification of your cancellation from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

17. Electronic Communications, Transactions, And Signatures

1. Visiting the Website, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing.
2. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the website.
3. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

C) Tutor Terms and Conditions

1. General

This agreement applies as between you, the User of this platform and LangCo, the provider of the www.lang-coach.com platform. Your agreement to comply with and be bound by these terms and our General Terms and Conditions is deemed to occur upon your first use of the platform. If you do not agree to be bound by these terms and our General Terms and Conditions, you should stop using the platform immediately.

2. Scope

1. LangCo operates a platform linking students to tutors. Whether or not a service is offered and/or accepted is entirely at the discretion of the Users. LangCo has no control over this process. Services are provided by LangCo directly to users, who determine the deliverables and all other requirements.
2. In order to be able to use the many services of LangCo that are not generally accessible, registration of the interested party is required. There is no legal entitlement to registration and the associated use of the services of LangCo. In particular, LangCo reserves the right to refuse the registration of the interested party without giving reasons.
3. In order to use the services of LangCo, the student must be 16 years or older at the time of registration and parental consent is required at all times or have a valid and unambiguous parental consent. A further prerequisite is that the information provided on the occasion of the registration for



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the interested party carrying out the registration is true and that an account of this interested party at www.lang-coach.com is/was not blocked or closed.

4. The contract between LangCo and the users is concluded on the basis of these terms and our General Terms and Conditions, upon registration. Deviating terms and conditions of the users are not valid, unless otherwise agreed.
5. These terms and our General Terms and Conditions do not apply to services which are offered on the platform which are clearly to be understood as services of third parties.
6. LangCo reserves the right to change these terms and our General Terms and Conditions. In such a case, LangCo will inform the users of the change to these terms and our General Terms and Conditions with a notice period of 4 weeks. Consent is deemed to have been given if no objection is made within 4 weeks, for example in writing.
7. The users has the option to unsubscribe from the use of the service at any time and without giving reasons, in writing, by e-mail or by clicking on the corresponding unsubscribe button. This deletes all data in the profile of the interested party and terminates the user relationship.

3. Services

1. The offer of LangCo contains services which are provided in connection with an internet-based online platform. At LangCo, the respective service offers can be accessed at will.
2. LangCo is not a mediator or tutor, but merely offers the platform on which the placement processes can take place. The service for students is limited to giving them the opportunity to get to know tutors.
3. The service for users, is limited to giving them the opportunity to create a profile, through which other Users are encouraged to contact them, at their own initiative.
4. LangCo does not guarantee that students will find suitable tutors or that tutors will find suitable students.
5. LangCo assumes no liability for the content that tutors provide, nor the ability to fulfil the requirements for an by the tutors advertised service or also any information provided by the tutors. LangCo has no influence on the offers made by tutors.
6. LangCo is entitled to check the personal details of the Users by means of suitable official documents in order to confirm the correctness of the data entered. LangCo reserves the right to delete the users profile in the case of false information and gross violations of these terms and our General Terms and Conditions without prior notification or naming of reasons. In the case of gross deception, falsification of documents or other willful misrepresentation, LangCo will take appropriate action, including legal action.
7. Third-party services offered via LangCo are clearly marked as such. LangCo assumes no liability for such when using such services.
8. LangCo reserves the right to adapt, expand or restrict the service portfolio according to the current needs of the users. Previous users who do not wish to continue using the services of LangCo under the changed conditions must indicate this in writing within a period of 2 weeks, by e-mail or by post. There will be no claim for damages against LangCo.
9. You agree that by accessing the platform, you have read, understood, and agree to be bound by all of these terms and our General Terms and Conditions. If you do not agree with all of these terms and our General Terms and Conditions, then you are expressly prohibited from using the platform, and you must discontinue use immediately.
10. Supplemental terms and conditions or documents that may be posted on the platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these terms and our General Terms and Conditions at any time and for any reason.
11. It is your responsibility to periodically review these terms and our General Terms and Conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the platform after the date such revised Terms and Conditions are posted.
12. The information provided on the platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or



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- regulation or which would subject us to any registration requirement within such jurisdiction or country.
13. Accordingly, those persons who choose to access the platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
 14. All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or LangCo to use the platform. If you are a minor, you must have your parent or LangCo read and agree to these terms and our General Terms and Conditions prior to you using the platform.
 15. You understand that this is a contract service and that this agreement will not result in a full-time, nor part-time staff position nor will it constitute an employee-employer relationship with LangCo.
 16. When you register on the platform and an account has been created, you must:
 - a) provide accurate and complete information;
 - b) promptly update my account information with any new information that may affect the operation of my account; authorise LangCo to make any inquiries we consider necessary or appropriate to verify my account information or the information you provide to us related to any Services you provide via the Platform; and
 - c) acknowledge and accept any applicable client policies, including but not limited to those pertaining to service quality, confidentiality, tutor integrity, anti-harassment and conflict of interest.
 17. You will not use false identities or impersonate any other person or use another account that I am not authorised to use.
 18. This contract will last for 45 (forty-five) days and will automatically be renewed for a similar period on a rolling basis unless explicitly specified in writing by the tutor or LangCo. The number of such renewals is not limited.

4. Tutors Representations

1. By using the platform, you represent and warrant that:
 - a) all registration information you submit will be true, accurate, current, and complete;
 - b) you will maintain the accuracy of such information and promptly update such registration information as necessary;
 - c) you have the legal capacity, and you agree to comply with these terms and our General Terms and Conditions;
 - d) you are not under the age of 18; or if a minor, you have received parental permission to use the platform;
 - e) you will not access the platform through automated or non-human means, whether through a bot, script, or otherwise;
 - f) you will not use the platform for any illegal or unauthorised purpose;
 - g) your use of the platform will not violate any applicable law or regulation.
 - h) If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the platform (or any portion thereof).
 - i) you guarantee that you can provide quality language instruction/tutoring and that you are fully qualified to offer such language services on the basis of my education and/or work experience.
 - j) you agree to work from home using my own computer with a high-speed Internet connection, regularly updated anti-virus software, and any means or materials required to provide quality language tutoring.
 - k) you agree that each lesson conducted should be recorded on the LangCo platform from start to finish for LangCo administration tracking, monitoring and remuneration purposes.
 - l) you agree that LangCo shall not be held liable for any of my costs directly or indirectly arising from, related to or associated with my use of the Internet, hardware, software, or any other related means or materials, any equipment purchases, maintenance, replacement, upgrades, updates or any other kind of computer- and Internet-related expenses and services, all such costs and expenses shall be borne exclusively by me as the owner of such equipment and related items.



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- m) you agree to comply with all work-related technical requirements stated on this website www.lang-coach.com.
- n) you agree to be responsible for safeguarding and maintaining the confidentiality of my account information.
- o) you agree not to disclose my account information to any third party and that you are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of my account on the platform, whether or not you have authorised such activities or actions. You will immediately notify LangCo of any unauthorised use of my Account.

5. Tutors Status and Responsibilities

1. Tutors are not employees of LangCo and are solely responsible for their own actions both on and off the Platform.
2. Tutors must be at least 18 years old.
3. Tutors must be legally entitled (possessing the relevant immigration status where relevant) to work on a self-employed basis.
4. If Tutors contact Students who are under 18, they must ensure that these Students are represented by a parent or legal guardian who gives consent for the Student to receive tuition.
5. Tutors are responsible for ensuring that the personal information they provide and their personal statements on the Platform are accurate and in no way misleading. They must update this information promptly to maintain its accuracy.
6. Tutors must disclose any criminal convictions or cautions they may have to LangCo, including any criminal convictions or cautions received at any time after having registered a tutor account on the Platform and for as long as the Tutor remains registered.
7. Any Tutor who, in LangCo's opinion, fails to comply with these terms and our General Terms and Conditions may be immediately barred from using the Platform and related services. LangCo reserves the right to cancel any existing Bookings at any time in such circumstances.
8. Tutors must use their own judgement about whether they wish to offer their tuition services to each individual Student. Tutors must take every precaution to ensure that they work in a safe environment and are responsible for taking out and maintaining their own insurance policies to cover the work they undertake.
9. Tutors should make Bookings for Lessons and respond to messages received from LangCo and Users promptly.
10. Tutors must only make Bookings for Lessons in accordance with the instructions of their Students. If Tutors make Bookings for additional Lessons which they fail to deliver, they will be liable to refund to the Student directly any Tutor Fee they have received for any such Bookings.
11. Tutors must attempt to call the student, be able to provide evidence of the call and allow at least 15 minutes from the scheduled start time of a Lesson for Students to attend the Lesson. If Tutors fail to do so, they will be liable to refund to the Student any Tutor Fee they have received for the relevant booking.
12. Tutors must not complete or intend to complete coursework, or any similar assignments, on behalf of Students.
13. Tutors must ensure that all written communication with Students to organise Bookings and arrange Lessons takes place via the Platform.
14. Tutors shall indemnify LangCo for all claims and liabilities arising out of any use by the Tutor of the Platform, including any costs and expenses incurred.
15. Tutors are responsible for ensuring that they have the correct equipment to be able to access the Online Classroom prior to an Online Lesson. Tutors will be liable to refund any fees received for an Online Lesson in the event that they are unable to access the Online Classroom for whatever reason, save where such inability to access the Online Classroom arises as a result of LangCo failing to provide the services outlined in these terms and our General Terms and Conditions.
16. Tutors are responsible for ensuring that they have the correct Lesson location and are at the Lesson location ready to teach at the agreed time as booked on the Platform. Tutors who are late for a Lesson must provide evidence that they contacted the Student directly to make them aware of their lateness



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and that the Student was happy to take the Lesson at a later time. Any Tutors who fail to do so will be liable to refund to the Student any Tutor fee they have received for the relevant booking.

6. Remuneration

1. For the services rendered, LangCo offers the following:
 - a) full payment within 10 days of the month following the month of the provision of services, on the basis of an act of rendered services signed by the parties.
 - b) depending on the fluency, grammar level, teaching experience, and certification, Tutors are designated as Language Tutors, and Experienced Language Instructors,
 - c) a fixed payment rate of USD \$9 for each successfully completed tutoring session.
2. You agree to independently calculate and pay income tax on the amount of remuneration received under this agreement.

7. Sessions, Cancelled and Missed Lessons and Suspension

1. You agree that the number of lessons you can conduct per day shall be based on an agreed teaching schedule that you make available to LangCo and from which students can book a time slot. Your schedule can be offered as early as one month and latest by one week prior to the target tutoring date.
2. You agree that you cannot cancel a scheduled lesson once it is booked, without incurring a penalty.
3. You agree to always be on time for my scheduled lessons.
4. You agree that if you are unable to log into my account 5 minutes after the lesson begins, you will be considered absent and the lesson will be considered missed.
5. If you cancel a booked lesson or Free Trial lesson without prior permission, you will incur 1 strike on my LangCo account. You acknowledge that you will incur this penalty regardless of:
6. The number of days or hours you cancelled the booked lesson;
 - a) the reason you cancelled the booked lesson.
7. If you cancel an unbooked lesson, you will incur no deduction and no strike on my LangCo account.
8. You acknowledge that you will incur no deduction and no strike regardless of:
 - a) the number of days or hours you removed my availability;
 - b) the reason you removed your availability.
9. You acknowledge that if you miss a booked lesson/Free Trial lesson without notifying the team, you will incur 1 strike on my LangCoach account. You agree that you will incur this penalty regardless of the reason you missed the booked lesson.
10. If a student cancels a booked lesson with me within 5 hours of the scheduled lesson, you will be compensated for that lesson.
11. If a student cancels a booked lesson with me more than 5 hours before the scheduled lesson, you will not be compensated for that lesson.
12. Upon reaching 3 strikes on my LangCo account, my LangCo account will be locked to prevent further missed lessons and all of my remaining booked lessons will automatically be transferred to other Tutors. You will be paid based on the number of lessons you serviced before my suspension date.

8. Teacher Evaluation

1. You acknowledge to be subject to a Teacher Evaluation by LangCo students and LangCo Quality Assurance Team.
2. You understand LangCo reserves the right to terminate my services unilaterally should you consistently be rated poorly.
3. You agree to have Your lessons monitored and recorded for quality assurance purposes.
4. LangCo will provide online training and conduct live training sessions for the Tutors to equip us with the appropriate skills and techniques used in conducting online lessons.
5. LangCo will conduct regular standard lesson checks to ensure that the LangCo teaching standards are met.

9. Termination Of Services



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1. Both parties are entitled to the termination of this Agreement by written notice. LangCo may terminate the contract of each teacher unilaterally with immediate effect.
2. All LangCo Tutors are required to give a 30-day prior notice in writing for their resignation to take effect unless otherwise specified in writing by LangCo management.
3. During this time, they are required to continue teaching their scheduled lesson however they may close out unbooked remaining availabilities on the platform.
4. Prior to finally ending their contract, it is the teacher's responsibility to have no more availability listed on the platform, beyond their date of termination. The teacher's account will be deactivated on the termination date and all future booked lesson will be automatically transferred.
5. Failure to do any of the above points will result in a penalty fee being deducted from the outstanding payments.
6. LangCo retains the right to terminate the services of a teacher unilaterally on the following grounds (although not limited to the following):
7. Teaching or communicating with LangCo students directly on any platform or social media website other than LangCo.
8. Inappropriate and offensive behavior to students and other parties
9. Three (3) counts of "strikes" in a month or Six (6) strikes over a period of three months.
 - a) Severe complaint from the student
 - b) Poor average student evaluation ratings and reviews
 - c) Poor performance in internal quality assurance reviews
 - d) Passing on student information to other parties
 - e) Giving your personal information or asking for the student's personal information for any personal gains such as asking for the student's email address or phone number without any written consent from LangCo Management and using this information to conduct lessons outside of LangCo.
 - f) Letting another person teach my lesson using my account without any written consent from LangCo Operations
 - g) Business reasons.
 - h) Using or selling lesson plans provided by LangCoach for the classes.
10. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these terms and our General Terms and Conditions, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

10. Child Protection

1. LangCo seeks to provide the best service possible and provide a safe experience in which children can learn.
2. Any User who is the parent of a child under the age of 18 who has a Lesson with a Tutor should not leave the child in the sole care of that Tutor.

11. User Content and Activities

1. When you submit, post, upload, embed, display, communicate, link to, email or otherwise distribute or publish any review, problem, suggestion, idea, solution, question, answer, class notes, course outline bibliographic and citation information comment, testimonial, feedback, message, image, video, text, profile data or other material ("User Content") to LangCo, any LangCo employee or contractor, or a LangCo platform, you grant LangCo and our affiliates, licencees, distributors, agents, representatives and other entities or individuals authorised by LangCo, a non-exclusive, worldwide, perpetual, unlimited, irrevocable, royalty-free, fully sublicensable (through multiple tiers) and fully transferable right to exercise any and all copyright, trademark, publicity, and database rights you have in the content, in any media known now or in the future, and to make, use, reproduce, copy, display, publish, exhibit, distribute, modify, sell, offer for sale, create derivative works based upon and otherwise use the User Content.



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2. Note that we may create, facilitate or display social advertisements, whereby your name, profile and photo may be used to advertise products and services to your network based on your use of the platform and your interactions with LangCo. You agree that LangCo may use your name and profile picture in connection with social ads to advertise products and services to your network based on your use of the platform and your interactions with LangCo and third parties through the platform.
3. You further agree that LangCo is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and platform; and creating informational articles, without any payment of any kind to you. You authorise LangCo to publish your User Content in a searchable format that may be accessed by users of the platform and the Internet. To the fullest extent permitted by law, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.
4. LangCo is not required to host, display, or distribute, and may remove at any time, any User Content. LangCo reserves the right to change the format, sizing, and any other display specifications of the Content as it sees fit.
5. You represent and warrant that
 - a) you own the User Content submitted by you on, through or in connection with the platform, or otherwise have the right to grant the licences set forth in this section, and
 - b) the posting of your User Content on, through or in connection with the platform and/or Linked platform does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. Upon LangCo's request, you will furnish LangCo any documentation, substantiation or releases necessary to verify your compliance with these terms and our General Terms and Conditions.
6. Except as otherwise described in the posted Privacy Policy or other agreement on the platform presented at the time you provide your User Content (defined below), you agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You acknowledge and agree that your relationship with LangCo is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not place LangCo in a position that is any different from the position held by members of the general public, including with regard to your User Content. None of your User Content will be subject to any obligation of confidence on the part of LangCo.
7. It is our policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested, to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently.
8. You agree that LangCo has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce it's and its licencees' rights to your User Content. You further acknowledge and agree that, to the fullest extent permitted by applicable law, LangCo will not have any obligation to you with regard to User Content and that LangCo may or may not monitor, display or accept your User Content and may delete it at any time.
9. We may, but are not obligated to, review User Content prior to posting it on or distributing it through the platform, or allowing them to be distributed through the Services. This includes private messages exchanged by you and other users through the Services. This "User Content and Activities" section shall survive any expiration or termination of your relationship with LangCo.

12. Electronic Communications, Transactions, And Signatures

1. Visiting the Website, sending us emails, and completing online forms constitute electronic communications.
2. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing.
3. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the website.



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4. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.