

## PAYMENT AND REFUND POLICY

All Right does its best to ensure a clear understanding of financial relations between Students and Teachers with respect to the Services we provide. This policy applies to all payment features made available through the Platform and any related All Right mobile device application (collectively, the “Platform”).

Capitalized terms used and not defined herein shall have the respective meanings attributed to them in All Right Terms of Service.

### 1. General Payment Terms

- 1.1. All the payments between Students and Teachers shall be made exclusively via the Platform. All the payments on the Platform are made in USD, EURO, or UAH. Note that if your selected currency is (a) other than USD, EUR, UAH, or (b) different from your payment method’s billing currency, your payment may be processed outside of your country of residence. As a result, certain fees may apply and the amount listed on your bank statement may be different from the amount shown at checkout.
- 1.2. There are **recurring payments** on the Platform within the “Subscription Service” packages (monthly, every 3 or 6 months, annually). You may pause or terminate recurring payments, please see more details on how to do these in our [article](#).
- 1.3. The Platform may also offer **installment payments** through third-party payment providers such as Klarna, PayU, Monobank, or other similar payment services. If using the installment payment service, you undertake to read the terms of service provided by such third-party payment provider, as well as the rules of refund, which may differ from the terms and conditions stipulated by the Platform.
- 1.4. No classes are available without payment, except for a trial class that is provided for free. You may be withdrawn from any program available on the Platform if all due payments are not paid by you in accordance with the conditions of the programs you use on the Website.
- 1.5. The cost of lessons that were not held may be refunded to the Student within 28 days from the purchase upon the Student’s request (“Money-back guarantee”). Please see more details about refunds in the relevant clause of this Policy.
- 1.6. All Right may provide, modify, or terminate discounts, special offer purchases, and promotions to the Users according to the conditions determined and introduced solely by the Company.

### 2. Student-Teacher Transactions

- 2.1. All Right facilitates contracts between Users (Students and Teachers) by supplying the Platform to request, deliver, and pay for teaching services. All Right is only a Platform and in no event shall be a party to any contracts between Teachers and Students, or be responsible for any other service or materials provided by a Teacher. All Right will in no way be responsible for monitoring any transactions between Students and Teachers.
- 2.2. The lesson may be conducted only if it is paid for in advance. A booked and scheduled lesson on the Platform could be refused if the payment for it is not confirmed.
- 2.3. The price of each lesson depends on the level of the Teacher conducting the lesson. Up-to-date information on the lesson price is available on the Platform. Please note, that prices could be changed without prior notice to you.

### **3. Special Offers. Subscription**

- 3.1. For marketing purposes and attracting more Students to the Platform there are special offers, in particular a subscription and a purchase of a lesson package with a discount.
- 3.2. Lessons from any standard package may be kept on the Student's balance for 12 (twelve) or 24 (twenty-four) months (depending on the purchased package) from the purchase date and are credited to the bonus account in a monetary equivalent afterward. A monetary equivalent is calculated based on the price of the lesson at the time of payment for the package, excluding any discounts applied.
- 3.3. When purchasing a Subscription Service, the automatic processing of the subscription fee is activated (recurring payment) in the amount indicated on the Platform at the time of subscription. Automatic processing of the subscription fee occurs at the time the subscription is purchased and every equal period on the date of the initial payment.
- 3.4. After the subscription fee is paid, the Student gets access to the services provided by the subscription in accordance with the information indicated on the Platform at the time of subscription. In case the scheduled payment fails to be affected, the provision of services shall be terminated.
- 3.5. If, at the time of the scheduled payment, the Student has not used all the lessons provided to them as part of the subscription, then these lessons are deducted from the Student's balance and credited to the bonus account in monetary equivalent. The monetary equivalent is calculated based on the price of the lesson at the time of payment for the subscription, excluding any promotional codes and discounts applied. The funds from the bonus account may be used to purchase new lessons in an amount not exceeding 25% of the total cost of each purchase.

### **4. All Right Commission**

We charge a service fee to the Teachers for the use of our Platform and Services ("Service fee"). All Right Service fee is charged on each lesson conducted by the Teacher at the rate indicated in the Service Agreement concluded between the Teacher and the Platform. The Company may change the fees for Teachers' use of the Platform, and such changes will be effective when posted on the Website or as communicated via email correspondence.

### **5. General Refund Rules**

- 5.1. We issue refunds only in accordance with this Policy.
- 5.2. If the User has violated our Terms of Service in any manner, we have a right to decline your refund requests.
- 5.3. The refund option is available only within 28 days from the date you made the payment. We reserve the right to decline the refund request if it is submitted after the indicated term.
- 5.4. We do not issue refunds automatically. Refunds are provided only upon your request and in cases provided in this Policy.
- 5.5. Bonus lessons are non-refundable. In the event that a package of lessons was paid for and not a single lesson from this package was conducted, the full amount paid by the Student shall be refunded.
- 5.6. Any offers, including but not limited to free group lessons, speaking clubs, resources available in the mobile app, and any other resources, facilities or services that the Platform provides for free may not be refunded in cash or exchanged for individual lessons.

5.7. If there are extenuating circumstances that caused you to miss the lesson/group class or cancel it at short notice, these refunds can be made at the Teacher's discretion, but the Teacher is not obligated to do so.

## **6. Refund Procedure**

6.1. If you would like a refund, please contact our Client Support via contacts indicated on the Website with the following information:

- Date and time of the lesson
- Reason for requested refund
- Name of your Teacher.

You may receive only one refund per request.

6.2. Your request will be processed in no less than 24 hours, for us to carefully review your request and contact you for clarification or resolution, should the need arise. We reserve the right to close your refund claim without any compensation and without the right to appeal if, for any reason, you refuse to reply to letters sent by us within 7 calendar days.

6.3. The refund decision shall be made within 10 calendar days.

6.4. Refunds are made to the same account from which the payment was made. If it's not possible, the Student and the Platform shall endeavor to find another method to process the refund that is satisfactory to both parties. When refunding funds, the actual price of one lesson at the time of purchase is used to calculate the cost of already completed lessons, without considering any possible discounts, promotional codes, or other offers provided to the Student at the time of payment.

6.5. **Please note that chargeback is NOT a refund.** To avoid making a chargeback, even unintentionally, we recommend our users always contact our Support Team before contacting their bank in any possible situation.

6.6. All Right is not responsible for any kind of fee charged by banks or third-party payment processors, and will not cover it when initiating a refund. In case you choose a refund option, its speed and the availability of refunded funds in your bank account will depend solely on the terms and policies of your bank.

## **7. Deletion of an Account**

If you decide to delete your All Right account, your remaining balance will expire. In case All Right suspends or terminates your account due to the breach of any of our policies, you understand and agree that you shall receive no refund or compensation for any unused balance or scheduled lessons/classes.

## **8. Payment Services**

8.1. Payment processing on the All Right Platform is provided by third-party payment processors including, but not limited to PayPal, Payoneer, and Ecommpay, allowing us to (a) bill the Students in lieu of directly processing the credit/debit card information; and (b) enable payouts to the Teachers.

8.2. For the avoidance of doubt, payment made by the Student to All Right shall satisfy the Student's obligation with respect to the payment to the Teacher for the teaching services provided via the Platform.

## **9. Data Provided by You**

- 9.1. You agree and understand that the billing information, that you provide to make payment for lessons/group classes via the Platform, is processed by third-party payment processors only. All Right does not collect, store, or otherwise process your billing information.
- 9.2. You agree that All Right will not be responsible for any failures of the third party to protect such information adequately. The processing of payments will be subject to the terms, conditions, and privacy policies of third-party payment processors in addition to this policy.
- 9.3. You acknowledge that we may change third-party payment processors and require them to transfer your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

#### **10. Other**

All Right is not a bank or any type of financial institution and does not provide any financial services or advice. Any payments made via the Platform are made solely for the purpose of facilitation of the teaching services between Teachers and Students. Such payments may not be made and used for any fraudulent, criminal, or illegal activity as defined by the law.