

*Updated: February 19, 2024*

## **PREPLY SUBSCRIPTION SERVICES TERMS**

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

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

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

### **1. DEFINITIONS**

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

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

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

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

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

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

### **2. SUBSCRIPTION PLANS**

#### **2.1. General Terms**

To use our services you must meet the services eligibility criteria set out in [Preply Terms of Service](#), have Internet access, register an account with Preply and provide us a current, valid,

accepted method of payment, as may be updated from time to time (“**Payment Method**”).

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

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

## **2.2. Credits**

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

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

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

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

Credits have no cash value or any other value outside of the Preply Platform and are not redeemable for cash. For the avoidance of doubt, the Credits do not operate or serve as stored value facilities in any way. You may not trade, gift or otherwise exchange Credits.

## **2.3. Subscribe to a Tutor**

Subscribe to a Tutor is a type of subscription giving you a stated amount of Credits per week that you can use to schedule lessons with your chosen Tutor. Your Credits will be refilled every 28 days.

Unused Credits expire at the end of each billing cycle, meaning that any Credits you don’t use during the applicable billing cycle will not roll over into future months unless we expressly communicate otherwise.

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

## **2.4. Subscriptions with a Free Trial Period**

Subscription with a free trial lesson is a type of subscription that gives you access to paid subscriptions for a specified period of time without payment, after which you will be charged each billing cycle until you cancel your subscription.

### 3. TRIALS AND PROMOTIONS

#### 3.1. Subscribe to a Tutor. Trial Lesson

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

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

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

You may request to change a Tutor after your first trial lesson without additional charges, not more than twice. If you decide to change a Tutor more than two times, the next lesson should be paid for.

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

Before committing to a yearly subscription, Preply may offer you a 14-day trial period during which you can cancel your subscription at any time.

#### 3.2. Free Trial Period

We may offer trials of paid subscriptions for a specified period without payment as may be indicated from time to time on our website or checkout page (a “**Free Trial Period**”), after which you will be charged until you cancel your subscription. To avoid being charged, you must cancel your subscription at least one day before the end of the Free Trial Period.

**Free Trial Periods are available for first-time users only. A user is eligible for one Free Trial Period. Preply reserves the right to suspend or terminate your account if you received a Free Trial Period in violation of these terms.**

If the Tutor doesn't meet your expectations or the trial lesson didn't take place, you may request a free trial lesson with another tutor you will choose on the Preply platform. You can change the tutor without triggering the start of the paid subscription not more than twice and provided the lesson with the new tutor is scheduled to happen within the Free Trial Period. If you decide to change a Tutor more than two times, the next lesson should be paid for even if it is scheduled to happen within the Free Trial Period.

#### 3.3. Promotions

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

when you sign up for the Promotion or as otherwise communicated to you by Preply.

## **4. BILLING, RENEWAL AND CANCELLATION**

### **4.1. Subscription Fee**

Following a paid trial lesson or a Free Trial Period (depending on the type of subscription), you shall pay the applicable monthly (billed every four weeks), quarterly or annual (billed every 364 days) fee (the “**Subscription Fee**”). Unless you cancel your subscription before the end of the applicable trial or subscription period, you authorize Preply to charge the Subscription Fees for the next billing cycle to your Payment Method. If funds are insufficient, we will try renewing your subscription for up to 30 days until funds are available.

### **4.2. Billing Cycle**

The Subscription Fee and any other charges you may incur in connection with your use of the services, such as taxes and transaction fees, will be charged to your Payment Method on the specific billing date indicated on your account “Settings” page. The length of your billing cycle will depend on your chosen subscription plan. Your billing date may change if you chose our monthly or yearly subscription plan, if your Payment Method has not been successfully charged when you upgrade or change your subscription plan, if you use our Change Renewal Date feature, if you start your subscription early before the end of you Free Trial Period or if your subscription began on a day not contained in a given month, etc.

### **4.3. Auto-Renewal**

In order to ensure that you don’t experience any interruption in your learning process, your subscription will automatically renew for additional periods of the same duration, unless you cancel your subscription at least one day before the end of the applicable billing cycle.

### **4.4. Adding Extra Credits (Top-Ups)**

You can top up your account balance on an ad-hoc basis if you used up all of the Credits included under your chosen subscription plan and need to schedule additional lessons within your current billing cycle. You can add up to 8 Credits in each top-up. You can top up your account balance up to two times per billing cycle. Top-ups do not affect your subscription plan or trigger its upgrade. The added Credits will expire at the end of your billing cycle, along with the unused Credits included under your chosen subscription plan.

### **4.5. Upgrades and Downgrades**

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

#### **(a) Subscribe to a Tutor**

By upgrading your monthly subscription for more Credits per week, Preply will automatically charge on a recurring basis the Subscription Fee for the plan you choose, to the Payment Method associated with your account. Your billing cycle will be changed

accordingly, but you will have the opportunity to continue using the remaining Credits included under your previous monthly subscription plan until the next billing date.

Upgrades and downgrades of the yearly subscription plans are currently not supported. We will inform you once this feature becomes available.

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

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

#### **4.6. Payment Methods**

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

#### **4.7. Updating your Payment Methods**

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

#### **4.8. Changing Renewal Date**

You can postpone your monthly subscription plan’s renewal date (billing date) by up to 20 days in each billing cycle by following the instructions in the “Manage your subscription” section of your account “Settings” page.

Your billing date will change according to the renewal date that you choose. The Credits included under your chosen subscription plan will be refilled every 28 days starting from the new subscription plan’s renewal date.

#### **4.9. Subscription Cancellation**

You may cancel your subscription at any time before your next billing date by going to your account “Settings” page and following the instructions for cancellation.

The unused Credits included under your chosen subscription plan will expire at the end of your billing cycle. You will, however, still be able to access and use our services to take lessons that were scheduled before the end of your current subscription period.

#### **4.10. Lesson Rescheduling and Cancellation**

Lesson rescheduling and cancellation are determined by the cancellation policy that applies to that lesson. You can find cancellation details on the My Lessons page and during the booking process. You will be asked to provide a reason for cancellation, which, in most cases, will be forwarded to your Tutor or Student. Preply reserves the right to charge the cost of the lesson that is canceled or rescheduled not within the timeframe determined above.

#### **4.10. Non-refundable Payments**

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

##### **(a) Subscribe to a Tutor: Monthly Subscription Plan**

Preply may provide a refund in the event no Credits have been used during your current subscription period, provided the payment was made less than 28 days ago.

##### **(b) Subscribe to a Tutor: Yearly Subscription Plan**

If you cancel your yearly subscription within the 14-day trial period and don't use any Credits, you can request a full refund of the applicable Subscription Fee.

If you have used any number of Credits within the said trial period, you may request a partial refund of the Subscription Fee corresponding to the value of unused Credits. The processing fee will not be refunded.

If you cancel your yearly subscription following the end of the trial period, you will not qualify for a refund, and your balance of Credits will continue to be refilled every 28 days until your subscription ends.

A refund request shall be sent to [support@preply.com](mailto:support@preply.com). To the fullest extent permitted by law, any refunds are at Preply's sole discretion.

#### **4.11. Changes to the Subscription Plans and Pricing**

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

### **5. PREPLY SERVICES**

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

your account.

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

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

## **6. SUSPENDING AND TERMINATING THE PREPLY SERVICE**

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

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

## **7. PREPLY AS AN ON-DEMAND INTERMEDIARY**

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

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

## **8. PERSONAL DATA**

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

## **9. LIABILITY**

### **9.1. Disclaimer**

Preply services are provided to you on an "as is" and "as available" basis, without any representations and warranties, express, implied, or statutory. Preply does not represent, warrant,

or guarantee that your access to or use of Preply services will be uninterrupted or error-free.

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

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

## **9.2. Limitation of Liability**

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

## **9.3. Waiver of Class Action**

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

## **10. INDEMNIFICATION**

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

## **11. AMENDMENTS TO THESE SUBSCRIPTION TERMS**

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

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

**You understand that by using Preply services following the amendment of these**

**Subscription Terms, you consent to be bound by the Subscription Terms as amended.**

## **12. NOTICES**

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

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

## **13. DISPUTE RESOLUTION**

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

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

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

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

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

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

jurisdiction.

#### **14. GOVERNING LAW**

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

#### **15. NON-SOLICITATION**

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

#### **16. SEVERABILITY**

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

#### **17. CONTACTS**

For additional information and in case you have any questions about these Subscription Terms, please contact [support@preply.com](mailto:support@preply.com).