



Terms and Conditions

About these Terms

These terms and conditions of use as may be published from time to time, together with the Privacy Policy and the Cookie Policy (“Terms”), regulate your use of (i) the LearnD website available at the URL <https://learnd.com.mt> (“Website”), or (ii) the LearnD mobile application, downloadable on Android and Apple platforms, whether as a guest or a registered user, as set out below.

Please read these terms of use carefully before you start to use any of our platforms, as these will apply to your use of the App and the Website.

Applicability

From the moment that you first make use of our App and our Website, these Terms apply and you are deemed to have agreed to be bound by such Terms from such moment in time. Should you object to these Terms, please immediately refrain from using this Website. In case of disagreement with these Terms, unacceptable behaviour towards a fellow User, or any other breach of the Terms, LearnD reserves the right to prohibit or restrict access at its sole discretion to the App and/or Website.

These Terms establish a legal agreement between yourself and the LearnD Team, as defined further below.

Information about LearnD

The App and the Website are operated by the LearnD Team, being a team of young entrepreneurs, winners of the University of Malta Take-Off Seed Fund Award 2018. In these Terms we use the term “LearnD Team” (or “we”, “us” or “our”) to refer to the team operating the Website and App.

The App is mobile application bringing an innovative platform that connects users seeking support for their studies and tutoring services (“Students”) with high-quality tutors and educators seeking to provide tutoring services across a range of subjects, interests, and areas of expertise (“Tutors”), and allows Students and Tutors to schedule sessions and provide advice and support on a one-step platform (“Services”). The App also allows users identified as parents or guardians of Students (“Parents”) to monitor their child’s use of the App. Throughout these Terms, the term “you” or “User” refers to Students, Tutors, Parents, or any person or entity who views, uses accesses, browses or submits any content or material to the App or Website.

Services

The App functions as a marketplace for educational services, by allowing Students to connect with Tutors. The App allows Users to rate, comment and submit reviews on other Users. Tutors are independent contractors engaged by Students to provide independent tutoring services, and all materials, methods and aspects of lessons shall at all times be prepared and delivered by Tutors.

Although every effort is undertaken by LearnD to vet the educational calibre and teaching standard of Tutors, LearnD and the LearnD make no representation and provide no warranty as to the quality of the Tutors and their teaching methods. Students and/or Parents remain responsible for selecting appropriate Tutors for their needs and should diligently assess reviews, experience, credentials and other information available about Tutors on the App, Website as well as other online and offline channels prior to engaging the Tutors. LearnD makes every effort to control the quality, the accuracy of information contained in advertisements, the veracity of tutor qualifications, contact information and availability, but cannot under

any circumstances guarantee it.

LearnD also reminds its Users that they remain subject to national laws relating to employment, corporate, payment and tax (whether indirect or direct).

LearnD does not condone any academic cheating. The App has been developed by a team of learning enthusiasts who had the idea to enhance the quality of educational services in Malta and to stimulate academic passions and learning through quality-driven teaching. By using our Services, you agree that you will only make use of the Services for honest learning activities and will not engage any Tutors to complete academic assignments, exams, quizzes or any work on your behalf in any way that violates academic policies, bye-laws or other regulations applicable at your school, university, or other educational or academic institution.

Child Safety

Safety of minors using our Services is of utmost priority to us. We take every step to ensure that children using our Services do so safely, and have built in a number of features and functionalities in the App to ensure that minors remain safe at all times when using our Services. Our Services are intended for Users aged 13 years or above.

If you are aged between 13 and 16 years old, we will ask you to provide us with a parent or guardian's email address in addition to your own before you may access our Services. We recommend that you seek the guidance of your parent or guardian before using our Services. Your account will not be activated until your parent consents to you registering an account on the App. The App may incorporate functionalities that allows Users to identify themselves as Parents, permitting them to monitor their child's App usage, contact Tutors directly and supervise scheduling of tutoring sessions.

If you are aged 12 or under, we request that you do not use the App, register for an account or otherwise provide us with information relating to you or to others. We endeavour to identify Users that are younger than 13 years of age using our Services, and will immediately terminate any accounts registered by persons under such age.

If you are the parent or guardian of a child who is aged under 16 and you become aware that your child has registered for an account against your wishes or in breach of these Terms, please get in touch with us at info@learnd.com.mt. Where you do not consent to your child's use of the Services, please let us know and we will terminate your child's account as soon as possible.

All the content on this Website is provided for education, information, research news and comparison purposes only. We do not intend to give the impression that we are affiliated, related, partnered or connected in any way to the Tutors advertised on or featured on the App or Website.

To contact us, please email info@learnd.com.mt.

Registration to use the Services

Our Website and our App and the data and information provided on it are available to browse free of charge and without requiring user registration. Users may register with the App as a student for an account at no cost ("Student Account"), or as a tutor providing tutoring services in the respective academic discipline available at a monthly subscription fee of €6.99 ("Tutor Account"), as set out in further detail below, and in each case by registering a username and password, or via a Facebook account.

The Services are exclusively available for use by individuals. Use of the Services, whether as a Student or a Tutor is limited to individuals and for their own personal use. Legal entities or their employees will not be able to use the Services.

In all cases, we will try to process your subscription promptly but we do not guarantee that your subscription to an account will be activated by any specified time. By submitting your payment and other subscription details, you are making an offer to us to buy a subscription to an account. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and email address, at which point we will provide you with access to your subscription. LearnD reserves the right to reject any offer in its discretion, for any and no reason.

Student Account

You may register for a Student Account on the App, at no charge, which will allow you to search for Tutors, browse and post reviews and comments on Tutors any other User Content, contact Tutors, and schedule lessons with Tutors. From time to time, you may be able to access additional informational content on the App (such as newsletters, saved searches, multimedia and blog posts). By registering for a Student Account, you must be at least 13 years old.

Tutor Account

If you are at least 18 years of age, you may register for a Tutor Account, available at a monthly subscription fee of €6.99, and which is how the Website makes money. We do not make money through commissions, affiliate links, or advertisements, or by selling or renting any information or data collected or harvested through the Services.

Registration and subscription for a Tutor Account allows you to advertise your tutoring services to Students. LearnD is serious about maintaining a credible level of quality and accuracy of all information made available through its Services, as well as about maintaining a safe space for Students who may be minors. Accordingly, we may ask you to provide us with documentation that attests to your stated identity, age and academic credentials, and reserve the right to terminate your Tutor Account should you fail to comply with our request or should we make any adverse finding in our due diligence. LearnD may run background checks against any persons registering as Tutors at its discretion, including with authorities in Malta responsible under the Protection of Minors (Registration) Act.

Tutor Accounts may not be available to all Users, and certain jurisdictional limitations may apply. We will explain which Services are available to you in your jurisdiction prior to your registration for a Tutor Account. The Tutor Account feature may be disabled or discontinued at any time in the future, at which point you will be no longer charged for the Tutor Account.

Payment Details

When you register for a Tutor Account, you must provide us with complete and accurate payment information. By submitting payment details you promise that you are entitled to purchase a subscription using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your Tutor Account. In suspicious circumstances we may contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case we will contact you.

Tutor Account Trials

From time to time, LearnD may offer trials of Tutor Accounts for a specified period without payment or at a reduced rate (“Trial”). Unless specified otherwise, Trials will be offered for a seven day period, from which you may unsubscribe with no commitment and receive a full refund at any time during the Trial if you have paid a subscription price for the trial period. We reserve the right to withdraw or modify a Trial at any time without prior notice and with no liability, to the fullest extent permitted by law.

LearnD will require you to provide your payment details to start the Trial.

At the end of such Trials, we will automatically start to charge you the full monthly subscription cost for the applicable paid subscription on the first day following the end of the trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge using such payment details. If you do not want this charge, you must cancel your Tutor Account through the profile subscription page for your Tutor Account, following the simple cancellation instructions before the end of the Trial.

Please note that no more than one Trial per subscriber is allowed. We reserve the right to cancel any Trial immediately, without refund of any

cost or fee paid to access the Trial, if we become aware that the user has already had another subscription to a Trial.

Subsequent Cancellation of your Tutor Account

Except as set out in the previous section, you do not have any right to cancel your Tutor Account or any part of it before the end of the period for which you have already paid, and except as expressly provided in these Terms, LearnD will not refund any fees that you have already paid. Although you may notify us of your intention to cancel at any time, such notice will only take effect at the end of your then current subscription period for the Tutor Account.

About Accounts

If you choose to register for either a Student Account or a Tutor Account, you must treat your username and password as confidential and must not disclose it to any third party. We will never ask you for your password.

You can terminate your Account at any time. Our rights regarding any content you have already submitted to the Website survive termination of your Account.

Reservation of Rights

We retain the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our sole opinion you have failed to comply with any provision of these Terms, including if we become aware that any Account is being shared by multiple persons at different locations. Accounts with the Website are intended for use by one person only and may not be shared, transferred or resold.

LearnD reserves the right to determine and modify eligibility criteria to use the Website at any time and at its sole discretion. We can cancel accounts or decline to offer our Services with immediate effect.

It is your responsibility to ascertain that your use of the Website and registration for an account is not subject to any higher age of majority in your place of domicile. An identification document may be requested, at the sole discretion of LearnD, for proof of age. It is your responsibility to ensure that the information you give LearnD is accurate and complete. Impersonating anyone else or choosing names that are offensive or that violate the rights of other may lead to the cancellation of your account.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at info@learnd.com.mt.

Updates to our Website and/or App

We may update the information and data available on our App or Website at any time, and may change the available content from time to time. You are aware that any content, information or data available on the App or Website, whether generated by us or made available on a third party website, may be out of date at any given time. We assume no obligation to update this information. We provide no guarantee or undertaking that the App or Website and the platform, content, information and data made available through it will be free from errors or omissions.

Other Terms that might apply to your Use of the Website and/or App

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us, as well as our Cookie Policy, which sets out how we use cookies, also apply to your use of the Website and the App.

User-generated Content

Users who hold a valid registered account with the App or the Website may post, upload and/or contribute (“post”) content to the App or Website, (which may include text comments, reviews, emojis, likes, votes on polls, or other types of content including multimedia) (“User Content”).

You agree and warrant that, with respect to any User Content you post to the App or Website, that you have the right to post such User Content and such User Content or its use by LearnD does not violate these Terms, applicable law, or the intellectual property, publicity, personality or other rights of others or imply any affiliation with or endorsement of you or your User Content by LearnD or any Tutor, entity or individual without express written consent from such individual or entity. You will be liable to us and indemnify us for any breach of such warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you post to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but by posting User Content you are agreeing to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

User Content has not been verified or approved by LearnD, and the views expressed by other Users on the site do not represent our views or values.

LearnD may, but has no obligation to, monitor, review, or edit User Content. In all cases, LearnD reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in LearnD's sole discretion, violates the Terms. LearnD may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. LearnD is not responsible for User Content nor does it endorse any opinion contained in any User Content.

You agree that if anyone brings a claim against LearnD related to User Content that you post, then, to the extent permissible under local law, you will indemnify and hold LearnD harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of such claim.

Intellectual Property

LearnD respects the rights of intellectual property owners, and we ask our Users to do the same. Any content such as bios, links, logos and/or videos relating to any tutoring sessions or other educational content provided by a Tutor, unless otherwise specified, are not owned by LearnD but belong to the relevant third parties. If you believe that any information or data, including any User Content, infringes your intellectual property rights or other rights, please get in touch with us immediately at info@learnd.com.mt and we will undertake to remove information or data that belongs to you immediately.

All names, marks, brands, logos, designs, trade dress, slogans and other designations used by LearnD and published on the Website or the App, as well as the ideas, logos, graphics, texts, audio/video files, and more generally any other creative content made available on the Website or the App, whether registered or unregistered as LearnD's intellectual property, belongs to LearnD or its licensors (to the extent that such licence is required), who own all intellectual property rights in that content and any selection or arrangement of it. No intellectual property rights in that content are transferred to you and may not be reproduced, used or represented by you in any way, unless expressly authorised by LearnD and within restrictions laid out by LearnD. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You may not copy, publish, repost, republish, archive, store, create derivative works of, redistribute or disseminate to third parties any content from the Website or the App, without the prior consent of LearnD.

You agree to only download and print site pages, including App or Website images and screenshots, and retaining a copy of such for the sole purpose for your personal and non-commercial use. Any failure to adhere to such restrictions shall result in a breach of these Terms on your part.

For the avoidance of doubt, data collection activities, including data mining, scraping, data extraction and data harvesting of content on the App, using any systematic, manual or automated means (such as robots, harvesting bots, scrapers, or spiders), without the express permission, from LearnD is expressly prohibited, unless with prior consent of LearnD. You agree to refrain from gaining or attempting to gain any unauthorised ac-

cess to any computer systems, servers, databases of LearnD and/or used in connection with LearnD or for the purposes of this Website or App.

Linking to our Website/App

You may link to our Website or App, provided you do so in a manner that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our Website or App other than as set out above, please contact info@learnd.com.mt.

Warranties and Limitation of Liability

You use our Services solely at your own risk. They are provided to you “as is” and “as available” and without warranty of any kind, express or implied. LearnD does not supervise, monitor or follow up on any teaching activity, tutoring programme or other educational opportunity that has been publicised through the Website or the App which is offered by a Tutor, including adherence to the stated teaching methods, syllabi and timetables provided by a Tutor, and we do not act as mediators in disputes between Users and/or with third parties.

Users of the App and of the Website transact between themselves. LearnD will not be involved in any user interactions. LearnD is not responsible for disputes, claims, loss, injury, or damage of any kind that might arise during and after User interaction.

LearnD is not liable for any damages or losses related to your use of the Services. When you use the Services, you release LearnD from claims, damages and demands on any matter arising from or in connection with your use of the Website, the App and the Services. There is nothing in these Terms that excludes or limits our liability arising from our fraud, or any other liability that cannot be excluded or limited by Maltese law. To the extent permitted by law, we exclude all conditions, warranties,

representations or other terms which may apply to our Website, App or other platforms or any content on it, whether express or implied.

You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. 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 Website or to your downloading of any content on it, or on any website linked to it.

No Liability or Undertaking of Accuracy

By using the Website or the App, you acknowledge that we accept no responsibility or liability to anyone, in connection with or arising from the use of or its content on any basis whatsoever and that anyone who relies on the same, in whole or in part, for any purpose does so entirely at their own risk. In particular, you agree that it is solely your responsibility to ensure that you and any third party conduct further and necessary due diligence in relation to any Tutor prior to entering into any undertaking or contract.

By providing links to other websites, LearnD does not guarantee, approve or endorse the information or products available on these websites, which are entirely operated by third parties. Where the Website or the App contains links to other sites and resources provided by third parties, these links are provided for your information only.

Viruses

LearnD does not guarantee that the App or the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our App or Website. You should use your own virus protection software. You must not misuse our platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious

or technologically harmful. You must not attempt to gain unauthorised access to our platforms, the server on which our App or Website is stored or any server, computer or database connected to our App or Website. You must not attack our platforms via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the applicable law. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our App or Website will cease immediately.

Territorial Use

Our App and our Website are directed to people residing in Malta. Notwithstanding the aforesaid, we do not represent that content available on or through the Website or the App is appropriate for use in other locations, although it may be available outside of Malta.

Effectiveness

This policy is effective as from 1st October, 2018. Any material changes in the way we use personal information will be described in future versions of these Terms.

Amendments to the Terms

The Terms may be revised at any time and at the sole discretion of LearnD. Your continued use of the Website or the App after the effective date of revisions of these Terms constitutes your understanding and acceptance of the revised Terms. We recommend that you regularly review this page. By accessing the App or Website and by using the Services, you are agreeing to these Terms. If you do not agree with these Terms, you must not use the App or Website and should cancel any account in accordance with your cancellation rights.

Governing Law

These Terms, its subject matter and its formation are governed by Maltese law. You agree that the courts of Malta will have non-exclusive jurisdiction in relation to any proceedings resulting from your use of the Website.

THANK YOU FOR USING LEARND