

TERMS OF SERVICE FOR STUDENTS USING iOS

1. GENERAL

- 1.1. Please read these terms of service (“**Terms**”) before using the iOS application provided by Studyflow AB (reg. no. 559119-0938), a company duly incorporated under the laws of Sweden (“**Studyflow**”).
- 1.2. By using the iOS application provided by Studyflow, you agree to be bound by these Terms. These Terms set out the entire agreement between you and Studyflow with respect to your use of the Studyflow iOS application described herein and supersedes any and all representations, communications and prior agreements, written or oral, made by and between you and Studyflow.

2. ABOUT STUDYFLOW

- 2.1. Studyflow provides a platform for education services via Studyflow’s iOS application (the “**Platform**”). Studyflow also provides limited support and takes part in arranging payments.
- 2.2. A teacher is a person providing his or her educational services on the Platform (the “**Teacher**”).
- 2.3. The Platform shall be used by a client (“**you**” or the “**Student**”) to consume online education services (the “**Service**”) provided by a Teacher during temporary teaching assignments (“**Class**”). The 3 types of Classes are i) a Class booked by a Student through the booking system (“**Booked Class**”), ii) a Class booked by Studyflow and that includes, but is not limited to, the Teacher waiting on standby for Students to join the drop-in queue (“**Drop-in Session**”), and iii) a Class that arises when a Student is waiting in the drop-in queue during a Teacher’s Drop-in Session, i.e. the actual communication between a Teacher and a Student during the Teacher’s Drop-in Session (“**Drop-in Class**”).
- 2.4. The Platform shall be used as a tool in order to match Students with Teachers. Hence, Studyflow shall not be seen as a party to the Services provided by a Teacher. Complaints and issues concerning the Services provided by a Teacher and/or your behaviour in connection therewith must be resolved directly between you and the Teacher.

3. USER ACCOUNT AND REGISTRATION REQUIREMENTS

- 3.1. In order to use the Platform, you need to register a user account by following the instructions available on the Platform.
- 3.2. Provided that these Terms have been agreed upon, a user account will be created for you, and you may have access to the Platform. Please note that the user account is for your personal use only and may not be shared in any way.
- 3.3. The booked and therefore intended duration of a Booked Class may vary between 30 minutes to 120 minutes. The intended duration of a Drop-in Class may vary between 5 minutes to 25 minutes.

- 3.4. The intended duration of a Class may differ from the realized duration of the Class. A cause of this is for example, but not limited to, a Teacher who disconnects and reconnects during a Booked Class or a Drop-in Class which increases the time of that particular Class with the amount of time between the disconnection and reconnection of the Teacher. In case a Booked Class is initiated at the booked and intended time, and the Teacher does not disconnect during the Booked Class, the intended duration and end time will be the same as the realized duration and end time, provided that Studyflow's system and the implemented third party services' systems do not encounter any errors. In case a Teacher does not disconnect during a Drop-in Class, the intended duration will be the same as the realized duration, provided that Studyflow's system and the implemented third party services' systems do not encounter any errors.
- 3.5. Upon completion of a Booked Class or a Drop-in Class, the Teacher will obtain a rating from you in the categories competency, pedagogy and treatment. You warrant that you will give a truthful and accurate rating based on your experience of the Teacher.

4. STUDENTS'S OBLIGATIONS

- 4.1. The following obligations are additional to the obligations mentioned above in these Terms. The obligations mentioned above are equally effective.
- 4.2. You agree to be solely responsible for your use of the Platform and Studyflow's services in whole. This also includes, but is not limited to, providing Teachers and Studyflow with accurate information and to behave in an appropriate manner.
- 4.3. You agree to keep the Studyflow iOS application updated to the latest version at all times.
- 4.4. You agree to answer the Teacher's call when he or she is calling you on the Platform in order to initiate the Class. Not answering a Teacher's call will disable the Class from ever being initiated.
- 4.5. You agree not to disconnect from a Class when satisfied, but instead use the synchronized leave functionality to end the Class in cooperation with the Teacher.
- 4.6. You agree not to copy the contents of the Platform, including but not limited to, any of the records or profiles of Teachers and Students, and you are prohibited from using any technology, method or scheme to reproduce or mirror all or any portion of the contents of the Platform, nor utilize any other technology, or automated code of any kind, to copy, reproduce or download the contents of the Platform.
- 4.7. You agree to exclusively use the Platform when consuming the Services. Any sort of tutoring, provided by a Teacher acquired through the Platform, outside of the Platform, is strictly prohibited and may result in an immediate ban of your user account and potential legal action. A Student may not use the Platform with the objective of recruiting, soliciting and/or contacting a Teacher for any kind of activity, including, but not limited to, employment, outside of the Platform.
- 4.8. You agree not to ask a Teacher for his or her healthcare information, contact information, or any other personal data. If a Teacher spontaneously shares his or her healthcare information, contact information or any other personal data, the Student warrants that he or she will maintain the confidentiality of this information and data and shall only use this information and data as permitted in these Terms and consistent with current privacy laws and data protection laws.

- 4.9. You agree to promptly inform Studyflow in case a current or former Teacher attempts to and/or succeeds at contacting you about an employment or any kind of assignment, through or outside of the Platform.
- 4.10. You agree not to under any circumstances reveal any of your own healthcare information, contact information or any other personal data to a Teacher, provided that this information and/or data is not already revealed to the Teacher automatically by the Platform itself.
- 4.11. You agree not to redistribute, broadcast, publicly perform or publicly display any part of a Class, provided that nothing else is stated in these Terms.
- 4.12. You agree to at all times have your current time zone's time set on your iPhone.
- 4.13. You agree not to disclose to a third party or use information that Studyflow reasonably may wish to keep confidential.
- 4.14. You agree to wear an appropriate outfit when consuming the Services.
- 4.15. You agree to be responsible for any telephone charges and/or internet service fees that may arise from your use of the Platform and Studyflow's services in whole.
- 4.16. You agree not to communicate or publish information that infringes or violates someone else's right including, but not limited to, copyright, trademark or other intellectual property right, that may violate the integrity of, intimidate or offend another person, that may challenge criminal actions or contain material not permitted by any applicable law or regulation. This includes, but is not limited to, discrimination and racial agitation.
- 4.17. You agree that your user account information, such as your password, must be kept secure and confidential to prevent unauthorized access to the user account and to prevent unauthorized use. Studyflow must be informed as soon as you have a reason to believe that your user account information may have been shared with an unauthorized third party. You will be solely responsible for any disclosure of your user account information and/or use thereof by any unauthorized third party.
- 4.18. You agree to promptly inform Studyflow of any and all bugs that you encounter on the Platform.
- 4.19. You agree that Studyflow may send you e-mails of any kind that relate to Studyflow and/or the Platform.
- 4.20. You agree not to use the Platform for any illegal or unauthorized purpose nor may you, in the use of the Platform, violate any laws or regulations.

5. CANCELLATION AND REFUND POLICY

- 5.1. You may cancel a Booked Class by using the functionality included in the Platform. Cancelling a Booked Class less than 24 hours before the Booked Class is due will not entitle you to any refund. Cancelling a Booked Class more than 24 hours before the Booked Class is due will entitle you to a refund.
- 5.2. In case a Teacher cancels a Class, you are entitled to a refund.
- 5.3. In case you do not answer, when the Teacher is calling in order to initiate a Class, the Class will be disabled from ever being initiated and you are not entitled to a refund.
- 5.4. Leaving the drop-in queue before the Teacher has begun calling you on the Platform will entitle you to a refund. Studyflow does not warrant any maximal wait time of the drop-in queue.
- 5.5. If a Teacher disconnects during a Booked Class or a Drop-in Class, without reconnecting before the Class is automatically terminated by the Platform, you are entitled to a refund.
- 5.6. If a Teacher fails to call you within 5 minutes after a Booked Class is due, you are entitled to a refund.

6. PAYMENT

- 6.1. The total price for the Services will be provided on the Platform and will be based on the duration of the Class and whether it is a Booked Class or a Drop-in Class. When making your first payment, you will be asked to provide payment details and to expressly authorize charges for the selected Service. The payments shall be made through a third party appointed by Studyflow. The payment details will be stored by a third party for recurring payments. Studyflow reserves the right to correct any errors or mistakes that it makes concerning payments, even if Studyflow already has requested or received payment.
- 6.2. The intended time of a Class purchased by you counts as fully consumed after the Class has ended. This includes the case of a Class ending prior to its intended end, provided that nothing else is stated in these Terms.
- 6.3. Studyflow reserves the right to adjust any and all prices of the Services at any time without prior notice.

7. EQUIPMENT

- 7.1. In order to consume the Services on the Platform, you are required to use your own iPhone including, but not limited to, a functioning camera, speakers/headphones, touchscreen and microphone. It is the Student's sole responsibility to fulfil all equipment and other technical requirements, as may be required from time to time, including, but not limited to, sufficient internet bandwidth. If you fail to consume the Services due to technical failure or lack of equipment, you are not entitled to a refund.

8. PRIVACY REGULATIONS

- 8.1. You agree that any and all personal data that you provide to Studyflow, to the extent necessary in order for Studyflow to provide its services, may be collected, stored, processed and used in accordance with our current [Privacy Policy](#), applicable from time to time.
- 8.2. Studyflow is not responsible for a Teacher's processing and/or controlling of any personal data that you have provided such Teacher with and consequently disclaims all liability in this regard.
- 8.3. Studyflow is not responsible for a Teacher's processing and/or controlling of any personal data that Studyflow has provided such Teacher with in accordance with our current [Privacy Policy](#) and consequently disclaims all liability in this regard.

9. ELIGIBILITY

- 9.1. The Platform and Studyflow's services in whole are not available to Students under the age of 18 unless agreed to by a parent or legal guardian. By registering a user account, you guarantee that you are 18 years old or older, or that you have a parent's and/or legal guardian's permission to use the Platform under his or her liability. Studyflow disclaims any liability related to the use of the Platform and Studyflow's services in whole by anyone under the age of 18
- 9.2. The Platform and Studyflow's services in whole are strictly forbidden for anyone under the age of 13 to use and/or access, even if the person has a parent's and/or a legal guardian's permission to do so.

10. ASSIGNMENT

- 10.1. These Terms are personal to the Student, who may not assign his or her obligations or rights to use the Platform to any other party. Studyflow expressly reserves the right to assign these Terms and to delegate any of Studyflow's obligations hereunder, under Studyflow's sole discretion and without your prior consent. Studyflow may also assign or delegate certain of Studyflow's rights and responsibilities under these Terms to independent contractors or other third parties.

11. ACCESS DENIAL AND TERMINATION

- 11.1. A breach or violation of any of these Terms may result in an immediate ban of the Student's user account or limitation of the Student's access to the Platform in whole or in part.
- 11.2. In addition to what has been mentioned above, Studyflow reserves the right to deny further access to the Platform in whole or in part if the Student for example;
 - i. misuses or manipulates the Platform in any way, including, but not limited to, exploiting bugs;
 - ii. is deemed by Studyflow to be unable to use the Platform in the intended and correct manner;
 - iii. disconnects, without the intention of reconnecting later, from a Class prior to its end. This does not include the synchronized functionality to end the Class, available on the Platform during a Booked Class or a Drop-in Class, which involves the Student's and the Teacher's mutual agreement to end a Booked Class or Drop-in Class prior to its end;

- iv. is being reported for bad behavior or otherwise is deemed by Studyflow to be inappropriate use the Platform;
 - v. registers and/or operates multiple user accounts.
- 11.3. Studyflow's right to deny further access to the Platform is not limited to what has been mentioned above. Thus, Studyflow reserves the right to deny further access to the Platform in whole or in part, at any time and for any reason.
- 11.4. You may choose to terminate your user account at any time by contacting Studyflow. If you, for any reason, decide to terminate your user account, Studyflow reserves the right to retain any payment which has already been made by you.

12. UPDATES AND MODIFICATIONS

- 12.1. Studyflow reserves the right to modify these Terms at any time in its sole discretion by posting the updated Terms on the Platform. Your continued use of the Platform after notification of any changes in the Terms constitutes your agreement to the updated Terms. If you do not agree to these Terms or any updated version of the Terms, you may no longer use the Platform.
- 12.2. Studyflow may, from time to time, perform maintenance on the Platform which may result in interrupted service, delays or errors. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

13. LIMITATION OF LIABILITY

- 13.1. The services provided by Studyflow are provided without any representations or warranties of any kind, to the maximum extent allowed under applicable law "as is", unless otherwise explicitly stated, expressed or implied, including, but not limited to the suitability of Studyflow's services for a particular purpose. Studyflow do not warrant that Studyflow will meet the Student's requirements or expectations or that Studyflow will be available for contact on an uninterrupted, secure or error-free basis. Studyflow does not, in particular, warrant the accuracy, reliability, timeliness, truthfulness, or completeness of any data or information, including, but not limited to information provided by a Student, a third party service, a Teacher and/or Studyflow, provided or obtained through the Platform. The use of Studyflow and the reliance of information provided or obtained through the Platform are at your own risk. No information provided by Studyflow in another way than through these Terms, whether oral or written, will create any warranty.
- 13.2. The services provided by Studyflow include, but are not limited to, the need to access third party services. Studyflow accepts no responsibility or liability for any material supplied by or contained in any third party service, database or site which is linked from or to the Platform.
- 13.3. Studyflow does not warrant that a Teacher will be available to be booked at any and all times.

- 13.4. It is your sole responsibility to ensure that your contact information and your user account information are current and accurate. This includes, but is not limited to, name, telephone number and e-mail address. The Student shall promptly notify Studyflow of any change of this information, or realization that the current information provided to Studyflow is inaccurate. The Student is solely responsible for any liability or expense resulting from outdated or inaccurate information.
- 13.5. In the case of a question, disagreement or dispute concerning payments and/or refunds, Studyflow is, to the maximum extent permitted by law, neither responsible nor liable to resolve it, provided that nothing else is stated in these Terms. However, a Student may always attempt to contact Studyflow in such case.
- 13.6. To the maximum extent permitted by law, Studyflow is neither responsible nor liable for any kind of direct or indirect damage, loss or injury arising out of your access to or use of the Platform, including without limitation various bugs which you may encounter, or your inability to access or use the Platform, whether caused by Studyflow or a third party. Studyflow expressly excludes any and all liability for any kind of direct or indirect damage, loss or injury caused by a third party. In any case, Studyflow's liability in relation to you can never exceed the price paid by you in connection with your use of the Platform.

14. INDEMNIFICATION

- 14.1. You agree to defend, indemnify and hold Studyflow harmless against any claims, actions, proceedings, losses, damages, expenses and costs, including without limitation court costs and legal fees, arising out of or in connection with your use of or access to the Platform.
- 14.2. You agree to hold Studyflow harmless in the event of information stored in Studyflow's systems, or in the systems of any of the third party services implemented in Studyflow's system, is required to be disclosed by law, or is accidentally or maliciously obtained by an unauthorized third party. You agree to hold Studyflow harmless for any loss of data or information in such event.
- 14.3. You agree to indemnify Studyflow from any claims and liabilities arising out of your failure to have a Teacher's consent to your processing and/or controlling of his or her personal data provided through the Platform.
- 14.4. You are solely responsible for the actions and information you provide to the Teachers and/or Studyflow.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. All intellectual property rights to any and all results, including, but not limited to, texts, pictures, drafts and drawings produced, processed or uploaded by a Student, alone or in cooperation with a Teacher, on the Platform, shall immediately be assigned and transferred to Studyflow. These rights shall, without limitation in time, continue to belong to Studyflow and only Studyflow, in case the Student's user account becomes terminated or banned. You represent and warrant that Studyflow's use and/or public posting of any content produced, processed or uploaded by you will not infringe or violate the rights of any third party. Studyflow reserves the right to further assign and transfer any and all intellectual property rights obtained through or in connection to your use of the Platform.
- 15.2. The marks and trademarks "Studyflow" and the Studyflow logo are marks owned by Studyflow. You acknowledge the rights of Studyflow and that you may not copy or use any of these marks, logos or trade names.

16. OTHER

- 16.1. Studyflow may provide limited support to you as stated above. Apple Inc. will not provide any support regarding Studyflow.
- 16.2. The Student acknowledges and agrees that Apple Inc. and Apple's subsidiaries are third party beneficiaries of the Terms, and that, upon the Student's acceptance of the Terms, Apple Inc. will have the right, and will be deemed to have accepted the right, to enforce the Terms against the Student as a third party beneficiary thereof.
- 16.3. Apple Inc. has no warranty obligation whatsoever or any other obligation under the Terms.
- 16.4. In the event of any third party claim that the software provided by Studyflow infringes that third party's intellectual property rights, Studyflow, not Apple Inc., will be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim.
- 16.5. By using the Platform, the Student warrants that he or she is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that the Student is not listed on any U.S. Government list of prohibited or restricted parties.

17. FORCE MAJEURE

- 17.1. You expressly release Studyflow from responsibility for any delay or failure of performance and any kind of direct or indirect damage, loss or injury, if and to the extent caused by an event that is not reasonably foreseeable or otherwise caused by or under the control of Studyflow, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labour disputes, blockades, sabotage, terrorism, vandalism, accidents and other like events.

18. INTERPRETATION

18.1. Unless the context otherwise demands, words importing any gender shall be interpreted to mean any or all genders. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. References to “herein” and “hereunder” refer to the Terms as a whole and not to any particular section, unless the context requires otherwise. The headings contained in the Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of the Terms. The same applies due to any typos which may be found herein.

18.2. If any provision or right of these Terms is found to be unenforceable or invalid by a Swedish court of competent jurisdiction, that provision or right shall be limited or eliminated to the minimum extent necessary and the Terms shall otherwise remain in full force and effect and remain enforceable between the parties.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1. Any dispute arising due to these Terms shall be governed by the laws of Sweden.

19.2. Any dispute, controversy or disagreement arising out of or relating to these Terms, shall be settled exclusively by Swedish courts.

20. CONTACT INFORMATION

20.1. If you have any questions regarding these Terms, or any question, complaint or claim with respect to the Platform or Studyflow’s services in whole, please contact us at:

Studyflow AB

Reg. no. 559119-0938

Riddarvägen 46

181 32 Lidingö

073 500 94 66

support@studyflow.se