

General Conditions of Use and Contracting Last updated: 1 August 2017 These general conditions of use and legal information (hereinafter, General Conditions) regulate the use of and access to the website www.teachifyapp.com and the corresponding website through which the Teachify website (hereinafter, User or Users) is made available to users (hereinafter, jointly referred to hereinafter as the Platform). In compliance with the provisions of article 10 of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, the following identifying details of the owner of this website are set out: Company name: Teachify Registered office: Sevilla capital Registration details in the Mercantile Register: Protocol 2014/1249, Volume: 44467, Folio: 76, Page: 456858, Entry: 1. Tax Identification Number (NIF): 47314323R E-mail: info@teachifyapp.com Purpose Teachifyapp is also an "on demand" platform for express English classes. It aims to connect people who want to learn English with people who are willing to teach (hereinafter referred to as Teachify teachers). Teachify employees are a network of teachers who are freelance professionals subcontracted by Teacchify, who, when they are interested in providing English teaching services, connect to the teachifyapp platform and, within a certain period of time, undertake to provide the teaching service. Throughout these Terms of Use we will refer to Clients and Teachify teachers as Users. Terms of Use Access and Registration for Customers Fill in the mandatory fields of the registration form truthfully, in which personal data such as user name, e-mail address, telephone number and bank card number are requested. Accept these Terms of Use. Accept the Privacy and Data Protection Policy. Access to the Platform implies knowledge and acceptance of these General Conditions. In order to become a Client of the Platform it is essential that the following requirements are met: The User guarantees that all data regarding their identity and legitimacy provided to Teachify in their registration forms on the Platform are true, accurate and complete. The User also undertakes to keep his/her data up to date. In the event that the User provides any false, inaccurate or incomplete data or if Teachify considers that there are reasonable grounds to doubt the truthfulness, accuracy and completeness of such data, Teachify shall not be liable for the User's failure to provide such data. Teachify may deny present or future access to and use of the Platform or any of its content and/or services. Teachify cannot guarantee the identity of registered Users and therefore shall not be liable for the use of the identity of a registered User by unregistered third parties. Users undertake to immediately notify Teachify of the theft, disclosure or loss of their username or password by notifying info@teachifyapp.com.

3.1 Profile

In order to complete registration on the Platform, the User must provide certain information such as: User name, e-mail address, telephone number, bank card details, etc. Once registration has been completed, all Users may access their profile and complete and/or edit it as they see fit.

How the errand service works

When a User registered as a Client needs help with an errand, he/she should go to the web platform (www.teachifyapp.com). If the service is not available, the Teachify teacher should call the Client to explain the options. In the event that the Client does not agree with any of the options presented by Teachify Teacher and is therefore not interested in the alternative options, the cancellation policy set out in these General Terms and Conditions of Use (in section eight) shall apply. If the Client does not respond to calls, the Teachify teacher will wait 10 minutes before leaving. Service fees and billing Registration on the Platform is completely free of charge. The Client shall only be charged for each service requested via the Platform. The User, by registering via the Platform and providing the required bank information, expressly authorises Teachify to pass on the receipts corresponding to the

payment of the requested services. Teachify reserves the right to change its prices at any time. Changes made shall take effect immediately upon publication. The User expressly authorises Teachify to send the invoices generated for the contracted services by telematic means to the email address provided by the User during the registration process. Price and validity of the offer All prices indicated on the Platform include Value Added Tax (VAT) or other taxes that may be applicable and shall in all cases be expressed in Euro currency (€). The prices applicable to each service will be those published on the Platform and applied automatically in the contracting process in the last phase of the same. that in any case the economic valuation of some of the products may vary in real time. In any case this will always be communicated to the User beforehand. If an invoice is required, the user must add the fiscal data to the platform before booking the class. For any information about the class booked, the User will have the customer service e-mail address: info@teachifyapp.com where the number assigned by the Teachify Platform must be indicated in the subject line of the message. Right of withdrawal and cancellation of orders In accordance with the very nature of the service offered by Teachify, the User is aware that once a Teachify teacher has voluntarily accepted the booking, the execution of the service provision is deemed to have commenced and therefore the User shall not have the right to withdraw from the service request free of charge. Teachify has official complaint forms available to the consumer for the subject matter of the service offered by Teachify in the following languages: English, Spanish and, where applicable. The aforementioned complaint forms may be requested by the consumer at the following e-mail address: info@teachifyapp.com and the option to access them will be sent automatically. The consumer must specify in the e-mail the Autonomous Community from which the request is made. Special conditions of the shopping service in the Teachify marketplace Once the Customer has selected one of the options, the Customer may also complete the booking by means of a free text space to incorporate more detailed information or instructions for Teachify to carry out the booking. y means of the free space, the Client expresses his or her willingness to purchase certain services, with Teachify as a mere verbal agent on behalf of the Client. As a consequence, the Customer shall be solely responsible and liable for any incident arising from the nature of such products (i.e. penalty, civil liability, property liability, etc.).

9.1 Same-day bookings Teachify provides the Customer with a service purchased in certain cities (Seville). The service may be performed provided that the following conditions are met at the time of payment of the booking: The service is operational for the chosen time slot. The destination must be located in the same city in which the class is booked.

9.2 Price and method of payment The price of the service will be the price offered by the Platform. However, the Client assumes that in any case the economic valuation of some of the services may vary in real time and that in any case the final cost will always be communicated to the Client prior to the time of payment. Likewise, during the payment gateway, the Client will be informed of the final price. The Client must make the payment using the credit card that Teachify stores as a payment method associated with its account. Payment by credit card, or via PayPal will not incur any extra cost to the Customer.

Geolocation Teachify may collect, use and share precise location data, including the real-time geographic location of the User's computer or mobile device, if authorized by the User. This location data may be collected and used by Teachify to show Users the location of the origin of an errand and/or the location of the destination origin. In this regard, Users expressly consent to their geolocation data being shared with other Users and Providers in order to carry out the

requested errand at any given time. Users may choose to deactivate Geolocation on their devices as detailed in the Data Privacy Policy.

User Obligations Users are fully responsible for the access and correct use of their profile and other contents of the Platform, subject to current national or international legislation, as well as the principles of good faith, morality, good customs and public order. And specifically, you undertake to diligently observe these General Terms and Conditions of Use. Teachify may not be held editorially responsible, and expressly declares that it does not identify with any of the opinions that may be issued by the Users of the Platform, for the consequences of which the issuer of the same is entirely responsible. Those who fail to comply with such obligations shall be liable for any harm or damage they cause. Teachify shall not be liable for any consequence, damage or harm that may arise from such unlawful access or use by third parties.

In general, Users undertake, by way of example and without limitation, to:

- Not to alter or modify, in whole or in part, the Platform, circumventing, deactivating or otherwise manipulating the functions or
- Not to infringe industrial and intellectual property rights or the regulations governing the protection of personal data;
- Not to use the Platform to insult, defame, intimidate, violate the self-image or harass other Users;
- Not to access the email accounts of other Users;
- Not to introduce computer viruses, defective files, or any other computer program that may cause damage or alterations to the contents or systems of Teachify or third parties;
- Not to send mass and/or repetitive e-mails to a plurality of persons, nor to send e-mail addresses of third parties without their consent;
- Not to carry out advertising activities for goods or services without the prior consent of Teachify.

Any User may report to Teachify any User who is in breach of these Terms and Conditions of Use, and all Users may report to Teachify any abuse or violation of these Terms and Conditions by emailing info@teachifyapp.com. Teachify will verify this report, as soon as possible, and will adopt the measures it deems appropriate, reserving the right to remove and/or suspend any User from the Platform for breach of these Terms and Conditions of Use. Teachify also reserves the right to remove and/or suspend any message with illegal or offensive content, without prior notice or subsequent notification.

User termination Responsibility of Teachify The User may terminate his or her membership of the Platform by sending an e-mail to info@teachifyapp.com. The User is responsible for having the necessary services and equipment for Internet browsing and accessing the Platform. In the event of any incident or difficulty in accessing the Platform, the User may inform Teachify by emailing info@teachifyapp.com, which will analyse the incident and provide the User with instructions on how to resolve it as quickly as possible. Teachify does not control and is not responsible for the content posted by Users on the Platform, and Users are solely responsible for the legal appropriateness of such content. Teachify shall not be liable in the event of service interruptions, connection errors, lack of availability or deficiencies in the Internet access service, nor for interruptions in the Internet network or for any other reason beyond its control. Teachify is not responsible for any security errors that may occur or for any damage that may be caused to the User's computer system (hardware and software), files or documents stored therein, as a result of:

- The presence of a virus in the User's computer system or mobile terminal used to connect to the services and content of the Platform;
- A malfunction of the browser;
- The use of non-updated versions of the same.

Responsibility for content Teachify has no obligation to monitor and does not control the use made by Users of the Platform and, consequently, does not guarantee that Users use the Platform in accordance with the provisions of these General Conditions of Use, nor that they make diligent and/or prudent use of the same.

Teachify has no obligation to verify and does not verify the identity of the Users, nor the veracity, validity, completeness and/or authenticity of the data provided by them. Teachify excludes any liability for damages of any nature that may be due to the unlawful use of the Platform by Users or that may be due to the lack of veracity, validity, completeness and/or authenticity of the information that Users provide to other Users about themselves and, in particular, although not exclusively, for damages of any nature that may be due to the impersonation of a third party by a User in any kind of communication made through the Platform. Without prejudice to the foregoing, Teachify reserves the right to limit, totally or partially, access to the Platform to certain Users, as well as to cancel, suspend, block or delete certain types of content, by means of the use of technological instruments suitable for this purpose, if it has effective knowledge that the activity or information stored is unlawful or that it damages the property or rights of a third party. In this sense, Teachify may establish the necessary filters in order to avoid that through the service may be poured into the network illegal or harmful content. The provision by Users of content through the Platform shall entail the transfer to Teachify of all exploitation rights derived from the content provided on the Platform. No warranty" clause for messages and payments Teachify does not provide any warranty with respect to with respect to the authenticity, accuracy, novelty, reliability, legality or non-infringement of third party rights by Teachify teachers. In this respect, the Users declare that they understand that Teachify is an independent company that connects Clients and Teachify teachers, and that it assumes no liability whatsoever for the information provided by the Teachify teachers or for any damage or loss they may suffer as a result of a breach of these General Terms and Conditions of Use. Teachify shall therefore never be liable for the availability of the Teachify teachers or for the proper and satisfactory fulfilment of the messages by the Teachify teachers. By being members of the Platform, Users agree that any legal liability they may seek to exercise as a result of actions or omissions of other Platform Users or third parties shall be limited to such Users or third parties, and no liability action shall lie against Teachify. Updating and Modification of the Platform Teachify reserves the right to modify these Terms of Use, the Privacy Policy and the Cookie Policy at any time and without prior notice. Users should read these Terms and Conditions carefully when accessing the Platform. In any case, acceptance of the General Terms and Conditions shall be a prior and indispensable step to accessing the services and content available through the Teachifyapp Platform. Intellectual Property Teachify is the owner or licensee of all intellectual and industrial property rights included on the Platform as well as on the content accessible through the Platform. The intellectual property rights of the Platform, as well as: texts, images, graphic design, navigation structure, information and content contained therein are owned by Teachify, which has exclusive rights to exploit the same in any form and, in particular, the rights of reproduction, distribution, public communication and transformation, in accordance with Spanish legislation on intellectual and industrial property rights. Authorisation to the User to access the Platform does not imply any waiver, transfer, licence or total or partial assignment of intellectual or industrial property rights by Teachify. It is not permitted to delete, circumvent or manipulate the contents of the Teachify Platform in any way. It is also prohibited to modify, copy, reuse, exploit, reproduce, communicate publicly, make second or subsequent publications, upload files, send by post, transmit, use, process or distribute in any way all or part of the content included on the Teachify Platform for public or commercial purposes, without the express written permission of Teachify or, where applicable, of the holder of the relevant rights.

18.1 Independence of Clauses If any clause of these General Terms and Conditions is null and void or voidable, it shall be deemed not to have been included. Such declaration of nullity shall not invalidate the rest of the Contract, which shall remain in force and effective between the Parties.