

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE MAKING PAYMENT, AS IT DEFINES YOUR RIGHTS REGARDING YOUR PURCHASES, INCLUDING THE MAJOR RESTRICTIONS.

The Terms of Service (the "Terms") describe the terms and conditions that apply to your access to and use of the website and the website software associated with the mobile application available through or in connection with the " Services. TEMA UA Website means www.thetema.net and its sub-domains ("Website") and is an online platform designed for use by students (and/or their parents) and tutors in connection with the Services.

Administration of the platform (as well as "We", "Our") means the owner of the platform - TEMA UA Limited Liability Company and persons who have a contractual relationship with the company and whose competence includes the administration of the platform under the direction of the owner.

TEMA UA is committed to providing a clear understanding of the financial relationship between students and faculty respecting the services we provide. This policy applies to all available services and features through the Website and any related TEMA program ("Platform"). Capitalized terms used and not defined herein have their respective meanings ascribed to them in the TEMA Terms of Use.

Please carefully read our Terms of Service. If you do not agree with its provisions, you must stop using the TEMA UA Platform (hereinafter - TEMA). If you continue to use the TEMA Platform, you will be deemed to have fully and unconditionally accepted the terms and conditions of service.

Last update date: August 29, 2022

Faculty-Student Transactions

Tutor-Student Agreements TEMA facilitates contracts between users (students and tutors) by providing a platform to request, provide and pay for tutoring services. TEMA is a platform only and is in no way a party to any contracts between Tutors and Students or responsible for any other services or materials provided by the tutor. TEMA is in no way responsible for monitoring transactions between Students and Tutors.

Cancellation

Classes may be cancelled up to 2 hours before the scheduled start time and rescheduled for another day. thereafter. Otherwise, you will be charged the full amount for the scheduled lesson, unless the tutor agrees not to charge at their discretion. We reserve the right to charge a lesson that is cancelled less than 2 hours before the scheduled lesson start time on behalf of the Tutor without the option of refunding that amount to the Student or transferring it to other Tutors, the Student, or transferred to other Tutors. Group lessons may be cancelled up to 2 hours before the scheduled start time, in which case the funds will be refunded to your account balance. If you cancel less than 2 hours before your scheduled start time, funds will be considered used and you will not be able to use them again. Group Class Cancellation Policy is outlined in the TEMA Subscription Terms of Service. You can easily cancel or reschedule lessons/group sessions through your TEMA account by clicking on the appropriate button under "Lessons" for a scheduled lesson within the timeframes listed in that section. You will be prompted for the reason for cancellation, which will usually be communicated to your tutor.

Refunds

If you are having trouble getting a refund, contact support@thetema.net.

If you choose the refund option, its speed and the availability of the refund in your bank account will depend solely on the terms and policies of your bank. The exact amount of the refund will depend on the currency exchange rate of your payment method in effect on the date the refund begins.

Payment services

Payment processing on the TEMA platform is provided by a third-party payment processor, LiqPay, which allows us to bill students instead of directly processing credit/debit card information and provide payments to Tutors. Instead of directly processing credit/debit card information and providing payments to Tutors. For the avoidance of doubt, the payment made

by the Student to TEMA satisfies the Student's obligation to pay the Tutor for tutoring services provided through the TEMA platform.

We use an integrated iframe to verify payments from third-party payment processors and Tutors receive payment for each confirmed lesson/group session. Accordingly, all transactions are secure because third-party payment processors use SSL encryption protection.

Payments

The following payment methods are available on the TEMA Platform:

- Visa/Mastercard
- Apple Pay
- Google Pay

All payments for use of the TEMA Platform and tutoring services are made through the TEMA Platform. Students are responsible for all transaction fees associated with payments for using the TEMA Platform and tutoring services.

Deleting an account

If you decide to delete your TEMA account, the remaining balance will expire. In the event that TEMA suspends or terminates your account due to a violation of any of our policies, you understand and agree that you will not receive a refund or compensation for any unused balance or scheduled lessons/exercises.

Payments

Tutors receive payments for each confirmed lesson/group session. Tutors must use one of the third-party payment processors available on the TEMA platform for secure transactions to receive payments. Please note that third-party payment processors charge a fee per transaction. Such transactions are deducted from the payment amount and displayed in the TEMA Platform functionality.

Other

TEMA is not a bank or any financial institution and does not provide any financial services or advice. Any payments made through the TEMA platform are made solely for the purpose of accessing, facilitating and providing tutoring services between Students and Tutors. Such payments may not be made or used for any fraudulent, criminal or illegal activity as defined by law.