

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

Please read these Terms of Service carefully before using the Website and/or Services. If you do not accept these Terms of Service, including the agreement to arbitrate on a case-by-case basis any claims between you and TEMA UA, please do not use the Website and do not click the "Register as a Student/Teacher" (or similar) button or otherwise use 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.

We will collect, store, use and disclose personal data in accordance with the current national legislation of Ukraine, international legal acts related to the protection of personal data, with all amendments and additions

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

Last update date: August 29, 2022

Terms of service

(applicable terms and conditions)

1. TEMA Services.

1.1. You may access and use the Website, Services and TEMA Software as a Student, Tutor. In these Terms, "you" or "your" may refer to a Student, each Tutor accessing or using any of our Services (each a "User").

1.2. Our platform allows students ("Students") looking for tutors and tutors ("Tutors") looking for students to connect, conduct and pay or receive payment for online lessons and individual or group lessons. The "Services" include the Website and any TEMA related, TEMA Lessons (TEMA Lessons - Online Video Room).

1.3. TEMA Lessons is an optional tool provided by TEMA's online learning platform for video lessons between students and instructors. Students and instructors can easily connect through TEMA Lessons for high-quality and secure online learning.

2. Obligation.

2.1 TEMA Services are available and may only be used by persons 18 years of age or older who can enter into legally binding contracts in accordance with applicable law. Individuals under the age of 18 may use our Services only with and under the supervision of a parent. In this case, the parent is responsible for all actions of the student.

2.2. Verification. As part of the Services, we try to verify education documents (educational documents such as diplomas, certificates, etc.). The tutor must upload a copy of the education document(s). When the tutor passes the verification, a special icon appears in his/her profile and the uploaded copies of documents are deleted from our servers.

We do not control and are not responsible for any information provided by any Tutor for the purpose of such verification. Furthermore, we do not endorse or make any representations or warranties regarding the reliability of the verification or the Tutors themselves.

TEMA cannot confirm that each User is who they claim to be. You agree and understand that you assume all risks when using the Services, including, without limitation, any and all risks associated with any online or offline interactions with other Users.

Although we make a good faith effort to verify that each Tutor on our site is a legitimate tutor, we cannot make any warranty as to the trustworthiness of Tutors and the information they provide through our site. You should use caution and common sense when interacting with other Users to protect your personal safety and property, just as you should when interacting with strangers. Neither TEMA nor its affiliates or licensors are responsible for the conduct, whether online or offline, of any User of the Services. TEMA and its affiliates or

licensors are not responsible for any claims, injuries or damages arising from your use of the Services.

You consent to TEMA's collection, use and disclosure of the information contained in Consumer Reports. You understand and agree that TEMA may, in its sole discretion, consider and rely on the information in Consumer Reports when deciding to suspend or terminate a User or when investigating a complaint against a User, but that TEMA is not responsible or liable if the information in Consumer Reports about any person, including, without limitation, any User, is not accurate, timely or complete. Users who are the subject of consumer reports may contact the service provider to dispute the accuracy, timeliness and completeness of such information. TEMA reserves the right to suspend and/or terminate User activities based on the information contained in consumer reports or for any other reason at TEMA's sole discretion.

2.3. You may use the Website without providing personal information. In order to use the Services, we may require you to provide us with your personal information upon consent. Please see our Privacy Policy for more information about our practices regarding the processing, handling and security of users' personal information. When you choose to register or participate in the Services or other activities related to the Services, you agree that you will provide accurate, complete and current personal information as requested on the screens that collect information from you.

2.4.Payment. We use a third-party payment service (LiqPay) to bill you, as a Student, through online billing instead of directly processing your credit/debit card information. Please read more about privacy security in our Privacy Policy. These payment services allow you to transfer and receive funds as payment for Services provided on the Website. If you make payments through our Website or through any associated service, you agree that your activities are subject to our additional payment terms outlined in our Returns and Payment Policy. We also use third-party payment services (LiqPay) to make payments to Tutors, and these payment services process such transactions, please refer to the additional payment terms outlined in the Refunds and Payment Policy.

2.5.Refunds. TEMA is committed to providing a clear understanding of the financial relationship between Students and Tutors with respect to the Services we provide. In the event that you are not satisfied with the Services or for any other reason, you may be entitled to a refund in accordance with the terms set forth in the Refund and Payment Policy on the website. To the maximum extent permitted by law, any refunds at any time shall be at our sole discretion.

3. Rights and Limitations

3.1. You agree not to view, copy or retrieve content or information from the Website and Software by automated means (such as scripts, bots, spiders, crawlers or scrapers), or use other data mining technology or processes to frame, mask, extract data or other material from

the Website and Software (except as may result from standard use of search engines or Internet browsers), unless TEMA has officially

No materials from the Services may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or by any means without the prior written permission of TEMA or as expressly provided for in these Terms.

3.2. Your account. Some of our Services are reserved for registered users of our Website. To become a registered user, you must register on our Website and obtain login credentials, which will be provided or enabled by TEMA ("Login Credentials") depending on the type of access applicable to your use of the Website (student/faculty). You agree that you are responsible for protecting your Credentials from unauthorized use, and you are responsible for all activities that occur under those Credentials. You agree to notify us immediately if you believe that any of your Credentials have been or may be used without your permission so that appropriate action may be taken.

You may not create more than two accounts (one as Tutor and one as Student) to access the Site, share your Credentials with third parties or transfer your account to third parties. TEMA is not liable for any loss or damage caused or incurred by you as a result of your failure to secure your Credentials. You agree that you will not rent, resell or resell the Website or provide access to the Services to third parties. We will not be liable for any loss or damage caused by your failure to keep your username and password secure. TEMA may terminate any Login Credentials at its sole discretion. You will not be permitted to create a new account to access the Website if your previous Login Credentials have been terminated by TEMA.

You can edit your account to add additional information as you see fit. The additional information may help you get more out of the Services, such as finding the tutor you need. At the same time, you are not required to provide additional information that is not specifically required for registration, it is your choice. The security of any personal information you choose to share as part of your account is governed by our [Privacy Policy](#).

When you register for our Services, a Tutor profile is automatically created for you. Please note that providing your photo and video representation is a prerequisite for using our Services. You can edit your profile by adding additional information as you see fit. Additional information may help you get more out of the Services, such as finding students. At the same time, you are not required to provide additional information that is not specifically required for registration. Therefore, it is up to you whether or not to include additional information such as country, language skills, education and work experience in your profile. The security of any personal information you choose to provide as part of your account is governed by our [Privacy Policy](#).

3.3. Direct interaction. TEMA does not engage in direct interaction between students and tutors, except when we deem it appropriate:

- to ensure compliance with these Terms and Conditions;

- to improve our Services;
- as stated in our Returns and Payments Policy

TEMA has no control over transactions between Users, except as set forth in our Refunds and Payment Policy. TEMA has no control over the Tutoring Package provided by Tutors, any feedback or ratings provided by Users, or the actions or inactions of any User.

Students acknowledge and agree that the Services are provided for the purpose of facilitating learning, not cheating. You agree not to solicit or hire Tutors to do assignments, write papers, conduct tests or other work on your behalf. In addition, you agree not to use the Services for any purpose that violates the academic integrity policy or other rules of conduct of your school, university, institution or workplace.

3.4. Representations and warranties

Tutor-specific representations. If you use the Services as a Tutor, you represent and warrant that for each tutoring session or package provided, you are authorized to provide the services contained in such tutoring session or package in accordance with these Terms, and that you are capable of complying with any offerings contained in such tutoring session or package. You warrant that you will keep all of your Tutor Packages on the Website current by notifying TEMA of any changes that may affect the accuracy of such Tutor Packages. You grant TEMA and its Users the right to view and distribute your Tutor Packages without restriction, and you acknowledge that your Tutor Packages may be widely distributed and viewed by large numbers of people; you acknowledge and agree that TEMA may display advertising in the Services in connection with your Tutor Packages without any obligation to pay you; you acknowledge and agree that TEMA may enhance videos you have provided for your profile on the Website, improvements may be made by trimming

You agree to make a good faith effort to provide students with a professional quality tutoring experience, you have the legal right to provide tutoring in the jurisdiction where you provide tutoring, you have complied and will comply with all laws and regulations that apply to you.

Student-specific representations. If you use the Website as a student, you agree to abide by the obligations you make to Tutor through the Website; you agree that you will not circumvent or manipulate our payment structure, billing process or payment due to TEMA or Tutor, not provide payment for items you purchase from Tutors and you agree to use good faith efforts to interact with Tutor online to conduct tutoring sessions with Tutor.

3.5.Introductory video and tutor profile picture. Tutors grant TEMA the rights to use the introductory video, name and profile picture of the tutor for marketing, advertising or promotional purposes. TEMA may publish admissions videos and tutor profile photos on our official channels on third-party social media advertising systems, video hosting and streaming services such as YouTube to ensure accessibility and visibility for TEMA students regardless of location.

3.6.Tutor's Rating. TEMA uses a variety of information to show the student the tutors that best match the student's preferences. The order in which tutors are displayed depends on a number of factors, including but not limited to the following - in no particular order:

- the subject the student is looking for;
- the country in which the student is located;
- the language in which the student is viewing the Website;
- student's time zone;
- overlapping working hours in the time zones of the tutor and the student;
- general availability of time slots in the tutor's calendar;
- the tutor's past performance in helping his or her students achieve their learning goals;
- the quality and completeness of the tutor's profile, including his introductory video;
- student feedback on the tutor's lessons;
- rating of students by individual lessons;
- the student's previous learning history on the Website.

3.8.Referral program. Students (hereinafter referred to as Student Referrer) may invite another person who is not and has never been a registered TEMA user (hereinafter referred to as Referrer) using a referral link.

Student referrer and referrer will be eligible to receive a balance bonus on the TEMA platform when the referrer makes their first purchase (participates in at least one lesson).

3.9. Limitations. By using the Services, you agree to:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, tax laws, etc.;
- Provide us with accurate information and keep it up to date;
- Use the Services and the Website in a lawful, appropriate and proper manner consistent with applicable law.

Any use of the Platform that TEMA, in its sole discretion, deems inappropriate and/or offensive may result in suspension and/or termination of User activity with or without notice.

By using the Services, you agree that you will not manipulate the prices of any goods or services offered through the Services in any way. In addition, you must not disrupt or otherwise interfere with other Users' use of the Services. By accessing our Services or any chat rooms, online discussion forums or other Services provided through our Site that allow Users to communicate with other Users ("Public Areas").

You agree to abide by the following standards of conduct and agree that you will not, will not permit or facilitate any attempt by another person to use our Website for:

- 1) Transmit any Content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious or otherwise unacceptable in TEMA's opinion;
- 2) Bypass or manipulate our payment structure, billing process, or payments due to TEMA or Tutor, not to make payment for items you purchase unless Tutor of such package has materially changed the package description, there is an obvious typographical error, or you are unable to contact Tutor;
- 3) Manipulate the price of any product or interfere with other Users' Listings;
- 4) Post false, inaccurate, misleading, defamatory or libelous material (including personal information);
- 5) Posting hateful or racist or ethnically objectionable Content;
- 6) Post Content that violates another person's copyright, trademark, or trade secret;
- 7) Advertise or offer for sale any goods or services for any commercial purpose through the Service that are not related to the services offered through the Service;
- 8) It is illegal to advertise goods or services;
- 9) Take any action that might undermine the review or rating system when it becomes available;
- 10) Harass, threaten or intentionally embarrass or hurt another user, person or entity;**
- 11) Impersonating another person;
- 12) Promote, solicit or participate in any multi-level marketing or pyramid scheme;
- 13) Exploit children under the age of 18;
- 14) Engage in disruptive activities, such as sending multiple messages in an attempt to monopolize one's position;
- 15) Adapt, modify, license, sublicense, or translate the Service for your own personal or commercial use;
- 16) Introduce viruses, worms, Trojan horses and/or malicious code to the Website;
- 17) Gain unauthorized access to any computer system through the Website;
- 18) Transfer your TEMA account (including feedback) and login credentials to another person without our consent;
- 19) Collect or otherwise collect information about Users, including email addresses, without their consent;
- 20) Invade the privacy of any person, including but not limited to posting personal identification or other private information about a person without their consent (or parental consent in the case of a child under 18);
- 21) Request personal information from children under the age of 18;
- 22) Violate any state, local or international laws or regulations.

All materials posted in the Public Areas are public, and TEMA is not responsible for the actions of other Users with respect to any information or materials posted in the Public Areas.

4. Website Content

Users have a personal, non-transferable, non-exclusive right to access and use the Content on this Website in accordance with these Terms. "Content" means all information, text, materials, images, images, data, links, software or other materials available through the Website or Services created by us or provided by another person for display on the Website or through the Services. Content may contain typographical errors or other inadvertent errors or inaccuracies.

We reserve the right to make changes to the titles and content of documents, descriptions or specifications of products or services, or other information without obligation to provide any notice of such changes. You may view, copy, download and print the Content available on this Website or through the Services, subject to the following conditions:

- The Content may be used for internal informational purposes only. No part of this site or its Content may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording for any other purpose;
- Contents cannot be changed;
- Copyright, trademark and other proprietary notices may not be removed.

Nothing contained on this site should be construed as granting, by implication, default or otherwise, any license or right to use this site or any Content displayed on this site, through the use of framing or otherwise, except as expressly permitted by these Terms; or with our prior written permission or that of a third party who may own the trademark or copyright of material displayed on this site.

5. Content provided by users

We are not responsible for the conduct of Users or for the views, opinions and statements expressed in Content submitted for public display through our Site. We do not pre-screen information posted on the Internet. We act as a passive conduit for such distribution and cannot be held responsible for the Content. Any opinions, advice, statements, services, suggestions, or other information in the Content expressed or provided by Users are those of the respective author(s) or distributor(s) and not of TEMA. We do not endorse or guarantee the accuracy, completeness or usefulness of any such Content.

You are responsible for ensuring that the Content provided on this Website is not provided in violation of any copyright, trade secret or other intellectual property rights of another person or entity. You are solely responsible for any damages resulting from infringement of copyright, trade secrets or other intellectual property rights, or any other damages resulting from your uploading, posting or submitting Content to this Website.

We have the right, but not the obligation, to selectively monitor Content submitted to our Website through an online discussion or chat room to determine compliance with these Terms and any other applicable rules we may establish and to improve the Services. We have the

right, in our sole discretion, to edit or remove any material submitted to or posted on this Website. Without limiting the foregoing, we have the right to remove any material that TEMA, in its sole discretion, deems to be in violation of these Terms and Conditions or otherwise unacceptable, and you are solely responsible for the Content you post on this Website.

If you believe that your intellectual property rights have been violated, send a complaint to support@thetema.net . You may report all types of intellectual property claims, including but not limited to copyright, trademark and patent claims. We respond quickly to rightsholders' concerns about any alleged infringement, and in appropriate circumstances, we will terminate repeat infringers.

6. Links to third-party websites

The Website may contain links to non-TEMA websites. These links are provided to you as a convenience and/or as an aid to use the Services, and TEMA is not responsible for the content of any linked website. Any non-TEMA website accessed through the Services is independent from TEMA, and TEMA has no control over the content of that website. In addition, a link to any non-TEMA site does not imply that TEMA endorses or accepts responsibility for the content or use of such site. Use of any third party site is subject to TEMA's terms of service and privacy policy. We ask our users to exercise caution and common sense when using third party sites.

7. No implied endorsements

In no event shall any reference to a third party or third party product or service be construed as an endorsement or confirmation by TEMA of that third party or any product or service provided by the third party. Similarly, a link (including, without limitation, external websites framed by the Services and any advertisements displayed in connection therewith) to any third party website does not imply that we endorse or accept any responsibility for the content or use of such website. TEMA does not endorse, warrant or guarantee any products or services offered by third parties through the online discussion forum or chat room accessible through this Website, and will not be a party to or in any way control any transactions involving third party product or service providers. As with the purchase of a product or service through any medium or in any environment, it is your responsibility to exercise proper judgment and care.

8. Services

TEMA maintains this Site as a service to the community of users who visit the Site in accordance with these Terms. You are responsible for purchasing and paying for any Internet equipment and services needed to access our Services. We may modify, suspend or discontinue this Website or Services in whole or in part at any time and for any reason without notice. The Services may also become unavailable from time to time due to

maintenance or malfunction of computer equipment or for other reasons. We may from time to time provide access to third party services and products or our own products or Services.

9. Relationships between TEMA and users

The Services are not an employment service and TEMA does not act as the employer of any User unless separately signed by the User and TEMA in writing. Users may use the TEMA Services only for the purpose of providing tutoring or receiving tutoring from other Users using the Services and in accordance with these Terms and Conditions.

As such, TEMA is not responsible for any taxes or withholdings, including but not limited to unemployment insurance, employer's liability, workers' compensation insurance, social security or payroll withholding taxes, in connection with your use of the Services or Users' services. You understand and agree that if TEMA is found liable for any tax or withholding tax in connection with your use of the Users Services, you will immediately reimburse and pay TEMA the equivalent amount, including any interest or penalties thereon.

In all uses of this Website, Users act as independent contractors and not as employees, agents, franchisees or employees of TEMA or any other party. Accordingly, you will be solely responsible for all charges incurred by you or your organization. You must not impersonate any person authorized to enter into contracts or make promises on behalf of TEMA. No User may participate in vacation, group health or life insurance, disability insurance, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by TEMA to its employees.

The Services provide a link to tutors who are willing to work with students as independent contractors. As independent contractors, each Tutor decides when and how often they will be available to tutor Apprentices (except that inactivity for 90 consecutive days may result in removal of the Tutor's account). Each Tutor controls the methods, materials, content, and all aspects of the Tutor's classes. Any sample Tutor packages or tutoring materials that may be provided to Tutors may or may not be considered and may or may not be used at the Tutor's sole discretion. Services allows Tutors to create subject-specific tutoring packages for a specific number of hours, which may fall across multiple sessions (each session individually is a "Tutor session," all together is a "Tutor package"). Students are responsible for selecting a tutor that meets their needs. Students should check and review information about each tutor's credentials, education, and experience, as well as feedback from other students. All tutoring sessions must be supervised by a responsible adult. Each tutor has the sole discretion to accept or decline, continue or terminate a tutoring relationship with any student.

Tutors may and in fact shall provide services to others or perform other types of work (as an independent contractor, employee or otherwise) during the term of these Terms, including with a TEMA competitor if desired, provided that such other activity does not require the Tutor to violate the Terms.

10. Assignment

You may not assign or transfer these Terms in whole or in part to any third party. These Terms and Conditions shall be binding upon the parties to these Terms and Conditions and their respective successors, permitted transferees and permitted assigns.

11. Feedback

You acknowledge and agree that we may provide a mechanism for you to provide feedback, suggestions and ideas, at your option, about our Services ("Feedback") and public feedback from Users with whom you have transacted.

Feedback regarding TEMA. By submitting any Feedback, you agree in writing to use your Feedback to improve and promote the Services; you agree that sending the Feedback is royalty-free, unsolicited and unrestricted and does not impose any fiduciary or other duties on us, and that we may use the Feedback without any additional compensation to you, and/or disclose the Feedback on a non-confidential basis or otherwise to anyone.

You also acknowledge that by accepting your Feedback, TEMA does not waive any rights to use similar or related ideas previously known to TEMA, or developed by its employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide in any manner, including in future enhancements and modifications to our Services. You hereby grant to us and our assignees a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works of, distribute and display the Reviews in any manner for any purpose or without purpose in any media, software or technology of any kind now existing or hereafter developed, without any obligation to attribute or compensate you or any third

User Reviews. You acknowledge that feedback results about you may consist of comments and ratings left by other Users, and that TEMA may calculate the total number of reviews based on these individual ratings. Tutors agree to be evaluated by students based on several criteria determined by TEMA. TEMA provides its automated feedback and rating system as a means for Users to publicly express their opinions, and TEMA does not monitor or censor these opinions or review any comments posted by Users for accuracy or validity, unless the User brings the posting to TEMA's attention. You may be held legally liable for damages suffered by other TEMA Users or third parties as a result of these statements if a court finds these statements to be legally substantiated or defamatory. TEMA is not legally responsible for any feedback or comments posted or made on this site by any Users or third parties, even if this information is defamatory or otherwise legally permissible. You agree to immediately report violations or abuses of our ratings and reviews system by contacting Customer Service.

12. Notifications

Unless you indicate otherwise in writing, TEMA will communicate with you by e-mail, regular mail or by posting messages on this Website. You agree to receive communications from us electronically and agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be deemed to have received a communication when we send it to the email address you have provided to TEMA on this site or when we post such a communication on this site. You must keep your email address on this site up to date, and you must check this site regularly for messages. If you do not respond to an email from TEMA regarding a violation, dispute or complaint within two (2) business days, we will have the right to terminate or suspend your use of the Services. All notices TEMA, which have legal force in relation to these Terms and Conditions, must be made in writing and delivered personally or by means of communication, confirmed by a delivery receipt, to the following address: Ukraine, 62303, Kharkov region, Dergachy, av. Vinogradovy 32. To stop receiving certain communications from TEMA, please send us an email notification at support@thetema.net to change the types and frequency of such communications.

13. Intellectual Property Rights

All intellectual property in the design and layout of this Website, the Software and the materials and information published on its pages belongs to TEMA or its licensors. You may not copy any part of this Website or do anything with respect to any part of this Website. You may not use or otherwise reproduce this Website or the material contained therein, other than those listed above, without the prior written permission of TEMA.

Unless otherwise indicated, all Content contained on this site is the property of TEMA and/or its affiliates or licensors and is protected from unauthorized copying and distribution by the copyright laws of Ukraine, trademark laws, international conventions and other intellectual property laws. TEMA service marks and trademarks, including without limitation TEMA and TEMA logos, are service marks owned by TEMA. Any other trademarks, service marks, logos and/or trade names appearing on the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the prior written consent of the owner.

You may not link to or frame any page of the Website or any of the content contained therein, in whole or in part, without the prior written consent of TEMA. You may like or follow TEMA or share links to the Website using the social networking technologies mentioned on the Website. Any rights not expressly granted are reserved.

Except as expressly permitted by TEMA or the providers of the Content, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, upload, transmit

or create derivative works from another's Content, in whole or in part, by any means. You must not remove or alter any copyright, trademark or other proprietary notices.

14. Privacy

You may gain direct access through your use of the Services to certain confidential information of TEMA, its affiliates or Users, including but not limited to personally identifiable, technical, contractual, product, program, pricing, marketing and other valuable information reasonably considered to be confidential ("Confidential Information"). You agree to keep Confidential Information strictly confidential and not to use Confidential Information other than for the purposes set forth in these Terms and Conditions and not to disclose such Confidential Information to any third party. All rights, titles and interests in and to the Confidential Information remain with TEMA, its affiliates and Users.

You are under no obligation of any kind with respect to Confidential Information that you can prove with legally sufficient evidence:

- that you possessed prior to receiving it from TEMA, with no obligation to keep it confidential;
- is or becomes generally known to the public through any act or omission on your part or otherwise without a breach of the Terms;
- received by you from a third party who has a right to disclose it, without an obligation to keep such information confidential;
- you independently developed without the use of the Confidential Information and without the involvement of persons who had access to it;
- in response to a valid court or other governmental order, or as otherwise required by law, or if necessary to establish a party's rights under these Terms and Conditions, and shall be disclosed after giving TEMA sufficient advance notice to give TEMA an opportunity to object to the disclosure.

15. Disclaimer of warranty

Use of the Services is at your sole risk. TEMA disclaims all liability in connection with any interactions, correspondence, transactions and other dealings that you have with any third parties, including without limitation Students or Tutors, found on or through the Site (including on or through linked websites or advertisements), solely between you and the third party (including matters related to the content of third party advertisements, payments, services, product delivery, warranties (including product warranties), privacy and data security, and the like. Under no circumstances will we be liable for any loss or damage caused by your reliance on the information contained in any content on this Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinions, advice or other content available through this Site.

You acknowledge that the Website and all Services, text, images and other information posted on or accessible from the Website are provided "as is" and are based in part on advertisements provided by tutors, which are not verified by TEMA, and that any tutoring packages, advertisements or other content purchased through the use of the Website are provided at your sole risk and discretion. TEMA and its affiliates and licensors are not responsible for any results obtained from the use of the Site. We make no warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, but without limitation, TEMA does not guarantee that: the information available on this site will be error-free; the functions or services (including but not limited to mechanisms for uploading and downloading content) provided by this site will be uninterrupted, secure or error-free; defects will be corrected; this site or the server(s) which makes it available are free of viruses or other harmful components. Neither TEMA nor its affiliates or licensors are responsible for any conduct, whether online or offline, between users.

In addition, notwithstanding any features the student may use to expedite tutor selection, each student is responsible for selecting a tutor and entering into a contract, and TEMA does not guarantee any products or services purchased by the student or recommend any particular tutor. TEMA makes no warranty regarding the professional accreditation, registration, or license of any tutor.

TEMA expressly disclaims any and all liability or claims that may arise between users of its Services. You are solely responsible for your interactions with other Users and for any disputes arising as a result of such interactions with other Users. TEMA is not obligated to, but may attempt to help resolve disputes between Users.

16. Limitation of liability

In no event will TEMA be liable to any user of this Site or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, without limitation, damages for lost profits, lost data, lost use or cost of substitute goods or services) arising out of the use, inability to use, unauthorized access or use or misuse of the Site or any information contained on it

You agree that TEMA's total aggregate liability in connection with these Terms, the Website, the Software, the Services, the Content or any listing or services, whether by contract, tort or otherwise, shall not exceed the amounts, if any, that you paid to TEMA in commissions for the Services during the three preceding months.

Class Action Waiver. Any claims brought by you or TEMA must be brought in that party's individual capacity and not as a plaintiff or class member in any proposed class or representative proceeding.

17. Exceptions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

18. International

If you access and use this Site from outside of Ukraine, you are responsible for compliance with all applicable local laws and regulations. We make no representation that information on this Site is appropriate or available for use outside of Ukraine. Those who choose to access this Site from outside of Ukraine do so on their own initiative and at their own risk.

19. Indemnification

By using the Services, you agree to indemnify, hold harmless and defend TEMA and its subsidiaries, affiliates, officers, directors, agents, licensors, suppliers, other partners, employees and representatives from all claims, losses, damages, liabilities, and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from third party claims arising out of your use of the Services, including, without limitation:

- actions and/or inactions on or off the Website;
- infringement of any rights of another, including, without limitation, any alleged infringement of intellectual property or other right of any person or entity associated with the Website;
- violation of these terms and conditions;
- disputes with or among other Users;
- use and/or misuse of the Website, including, without limitation, any information, content and/or materials thereon;
- violation of any applicable law or regulation;
- inaccurate, untimely, incomplete or misleading information about the User, including, without limitation, regarding registration, profile or eligibility;
- неверные заявления и/или искажения;
- the use of links to third-party sites, including, without limitation, the availability of such sites, terms of use, privacy policies, information, content, materials, advertising, products and/or services;
- information about the User and any actions or inactions with respect to such information about the User;
- the use of any information in third-party reports;
- use of third-party payment processing services;
- use of telephone support services;

- use of any services or products or any contracts or arrangements entered into or provided based on information, content and/or materials obtained on or through the Website.

You also agree that you will cooperate as requested by TEMA in defending against such claims. TEMA reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Users, and in no event shall you settle any claim or matter on behalf of TEMA without the written consent of TEMA.

20. Contact

For more information and if you have any questions about these Terms and Conditions, please contact support@thetema.net .