

Terms of Use by THOT

GENERAL

These Terms of Use, or « TOU », are applicable from October 29th 2020 and available at any time on our website www.teachotheque.com. They take precedence over any other version or any other contradictory document. TOU can be changed afterwards if deemed necessary. The applicable version related to the service the Client agreed upon is the one available on the website https://.teachotheque.com/terms_of_use. These TOU are the basis of commercial negotiations between the Parties and are applicable to any Order. Any differing conditions are herewith objected to and shall not apply.

TOU are intended to define all of the conditions and terms of execution of the Service by THOT, The Client agrees upon having acknowledged the current TOU before any subscription to the Service and expressly states accepting them without reservations.

As required by the legal provisions of the article L.441-6 of the French Commercial Laws Code, these TOU are mandatorily disclosed to any Client who asks THOT If a mandatory provision fails to appear in these TOU, it shall be considered as being governed by the current terms of use of the.

DEFINITIONS

“Client” shall refer to any user, both teacher or student, or third party within contract with THOT. “Provider” shall refer to THOT. “The Parties” shall collectively refer to the Client and THOT. “Offer” shall refer to the commercial offer THOT provides to the Client. “Service” shall refer to the online service provided by THOT. “Student” shall refer to any user taking a lesson. “Teacher” shall refer to any user giving a lesson.

1. NATURE OF SERVICES

THOT shall limit its scope of services according to the extent of its means. Its Offer includes in particular:

- The provision of an online skills sharing network upon subscription on its platform via the link www.teachotheque.com;
- Putting teachers and students in contact via its platform, using a video stream between two cameras: one on the Student’s end; the other one on the Teacher’s end.

2. SUBSCRIPTION AND ACCOUNT

- 2.1 Clients can create a new account on teachotheque via the link www.teachotheque.com;
- 2.2 Clients must fill all the fields in order to create an account and validate the process by clicking on the link sent to the email provided.

- 2.3 Clients have the possibility to update their account to a Teacher Account by providing further information, including Discipline, Skills, Level, Speaking languages, and a video in the “Teacher Card” section, next to the Profile Picture.
- 2.4 By subscribing to the Service and accepting the Offer, Clients allow teachotheque to use the camera at their disposal to give or take a lesson.

3. PRICING, DURATION AND WALLET

A. PRICING AND DURATION

- 3.1 Teachers fees are set by them in their Teacher Card under the “YOUR PRICE” section/“WHAT YOU’LL GET” column.
- 3.2 THOT applies a twenty two percent (22%) charge on any “WHAT YOU’LL GET” fee, displayed under the “DISPLAY PRICE” column in the Teacher Card.
 - 3.2.1 Teachers can set either the “WHAT YOU’LL GET” or the “DISPLAY PRICE” fee; Teachotheque then automatically calculates the missing one.
- 3.3 Students pay the “DISPLAY PRICE” per lesson.
- 3.4 When they apply for a lesson, Students expressly state accepting the displayed fees.
- 3.5 THOT does not allow Teachers to set a “WHAT YOU’LL GET” fee under 4€/4\$ per lesson.
- 3.6 Lesson’s duration is set in the “LESSON DURATION” section between presets, going from five minutes to three hours.
- 3.7 The timer starts when the videoconference is established between the Teacher and the Student.
- 3.8 Teachers have the ability via their interface to graciously grant additional five minutes or any amount of five minutes, either in one or multiple time, within the limit of a sixth of the initial lesson duration. The decision to grant additional time is at the discretion of the Teacher only.
- 3.9 Once the lesson is over, either after the initial duration or the extended time granted by the Teacher, the videoconference ends.

B. WALLET

- 3.10 Clients, both Teachers and Students, dispose of a wallet, accessible and displayed on the currency of their chosen, on the upper right corner of the screen.
- 3.11 Clients can credit their account via credit card or Paypal by clicking on the wallet.
- 3.12 Clients cannot have a negative amount on their wallet.
- 3.13 Clients with insufficient funds on their wallet will be asked to credit their account with at least the “DISPLAY PRICE” for the lesson they want to attend to before launching it.

4. DISCONNECTION

- 4.1 Failure to reach the other attendee’s computer will result in the interruption of the lesson.
- 4.2 Once a lesson is interrupted, the User responsible for the disconnection has two minutes to join back. This two (2) minute delay will be called a “courtesy delay”.
- 4.3 The other User will be asked to wait up until the end of the “courtesy delay”.
- 4.4 Once the courtesy delay ends and/or the two attendees disconnect themselves, the lesson is considered over and will no longer be accessible by either of the Users.
- 4.5 If the Teacher is disconnected from the lesson but joins back before the end of the “courtesy delay”, the lesson will resume with an additional time, which is equal to the duration of the interruption.

- 4.6 If the Student is disconnected from the lesson but joins back before the end of the “courtesy delay”, the lesson will resume, but the time lost during the interruption will not be compensated.
- 4.7 If a User fails to join back before the end of the “courtesy delay”, he is held responsible for the interruption of the lesson, unless the other attendee leaves during the “courtesy delay”, in which case the responsibility falls upon the User who failed to wait.

5. PAYMENT

- 5.1 Students’ payment is issued once the lesson is over.
- 5.2 Students will pay the “DISPLAY PRICE”; Teachers will be paid the “WHAT YOU’LL GET” fee.
- 5.3 In case the lesson ends due to one of the possibilities considered in the article 4 “Disconnection”, the payment will be issued *pro rata temporis*. The amount varies based on the responsibility. If the responsibility of the disconnection falls upon:
- 5.3.1 The Teacher: The Student will be charged *pro rata temporis* minus 5 minutes at the Teacher’s rate, with a minimum set at 0. The Teacher will be paid the sum divided by THOT’s charges.
- 5.3.2 The Student: The Student will be charged *pro rata temporis* plus an additional 5 minutes at the Teacher’s rate, with a maximum set at Teacher’s “DISPLAY PRICE”. The Teacher will be paid the sum divided by THOT’s charges.
- 5.3.3 The platform “Teachotheque”: The Student will strictly be charged *pro rata temporis*; The Teacher will be paid the sum divided by THOT’s charges.

6. INVOICE

- 6.1 Clients will receive an invoice the 30th of every month (or February 28th) with the details of the lessons they have taken or given within the month and the amount on their wallet.
- 6.2 Students will be charged immediately after a lesson.
- 6.3 Teachers will receive the payment from their lessons the 5th of every month after the issuance of the invoice.
- 6.4 Without contraindication notified via contact form before the 4th of every month, Teachers’ payment will be issued to their bank account..
- 6.5 If a Client wants to withdraw any other time of the month, he/she will pay charges

7. INTELLECTUAL PROPERTY

- 7.1 THOT is the rightful owner of any graphic element, code, interface, name, logo and documentation, including these TOU, of its platform teachotheque.
- 7.2 THOT will retain all interest in and to the Service, including all documentation, modifications, improvements, upgrades, derivative works, and all other Intellectual Property rights in connection with the Service, including THOT's name, logos. and trademarks reproduced through the Service.

8. CLIENTS OBLIGATIONS AND CONFIDENTIALITY

- 8.1 Clients registered as Teachers undertake to declare incomes generated via the platform teachotheque to the administration of the country or State where they are tax residents.

8.2 Clients undertake not to use the platform teachotheque to force a political message and restrain themselves from using an abusive language, or any kind of language that could be interpreted as offensive, racist, sexist, homophobic, or discriminating in any way.

Any misconduct should be reported directly to the contact section

8.3 During the course of their lesson, teachers and students may gather personal information. Without the express consent from the other party, said information must be considered confidential.

9. MISCONDUCT

Providing that Clients fail to respect section 7., THOT reserves itself the right to terminate the Clients account and to claim damages, with interest.

The aforementioned section shall not be considered a limitation, should a dispute fall under the scope of another jurisdiction.

10. RESPONSIBILITY

A. WARRANTY AND INSURANCE

10.1.1 THOT ensures to its Clients the continuity of service and undertakes to put any means necessary to protect the collected data. The warranties granted herein are the only warranties at the expense of THOT. No other warranty shall prevail.

10.1.2 THOT undertakes to subscribe wholly to any warranty in order to cover its responsibilities from a financially sound and reputable insurance carrier.

B. RESPONSIBILITY'S LIMITATION

10.1.3 THOT only provides an online platform to the Client. As such, THOT shall not be held responsible for any damage or liability resulting from the use of said platform.

10.1.4 THOT does not employ any Client, not with a Student nor with a "Teacher" status; therefore, THOT shall not be held responsible for its Clients behavior, lack of skills or fee.

10.1.5 THOT does not conduct any background check prior to a registration as a Teacher nor a skill check after. Any doubts regarding a Teacher's ability to give a lesson should be submitted to the platform and shall fall under section 8 of the present TOU.

10.1.6 THOT shall not be held responsible for the failure to declare incomes generated via the platform to the administration of the country/State where a Client is tax resident.

11. FORCE MAJEURE

The fulfillment of either Party's obligation presented therein shall be suspended in case of a Force Majeure Event in its usual acceptance as to the extent to which this term refers, including but not limited to: natural catastrophes, actions perpetrated by public authorities, embargos, strikes, exceptional weather conditions causing delivery issues, insurrections, riots. Any Party may invoke such event. If so, the Party has to immediately notify the other one the beginning and possibly the end of any above-mentioned event in order to discharge itself of its liability. Both Parties shall make an effort to prevent or reduce the negative impact caused by this event. The other Party reserves the right to double-check the reality of these facts. The fulfillment of the Party's obligation resumes at

the end of the Force Majeure Event. If the event lasts longer than one (1) month, the Party to whom the Force Majeurs has been opposed shall immediately cancel the Order in its own right and without having to pay any compensatory allowance.

12. SALOMONIC CLAUSE

The Parties agree that should a dispute arise over the interpretation of any clause of these TOU, the interpretation given in court shall prevail. These TOU may subsequently be modified. Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of these General Terms remains unaffected.

13. PROTECTION OF PERSONAL DATA AND PRIVACY

A. DATA COLLECTION

- 11.1.1 THOT collects data when clients create or update their account, including, but not limited to their name, login name, email and password, profile picture, payment or banking information, first language, town and Country information.
- 11.1.2 When Clients update to a Teacher profile, THOT also collects their profile information, including skills, video and ratings.
- 11.1.3 During a lesson, teachotheque collects one screenshot on each participant screen every 5 seconds. Those screenshots are collected to generate an animated image (.gif) for the Client's use. These .gif file will remain on THOT's servers without limitation of time, their access and sharing on the sole Client's responsibility. Screenshots are not collected on THOT's servers for more than a year, are accessible only by a teachotheque administrator and will be consulted only in case of an abuse report.

B. USE

Any information asked by THOT upon subscription . If either one or more mandatory information is missing, the account cannot be issued. In accordance with the French law known as the Data Protection Act of January 6th, 1978, amended by the act of August 6th, 2004, Clients have a right to access, rectify or oppose their personal data via a letter send directly to THOT – 18 rue du Faubourg Saint-Denis, 75010 Paris or an email sent to thot@teachotheque.com.

THOT undertakes not to use for any other purpose than the continuity of its service. Any data used for analytics shall first be anonymized.

THOT undertakes not to trade, sell or give the collected data to any third party.

14. LANGUAGE OF THE CONTRACT GOVERNING LAW AND COMPETENT JURISDICTION

- 14.1 These TOU might be drawn up in more than one language. Should a dispute arise over the interpretation of these TOU, the French text shall prevail as a reference. The governing language of these TOU is French.
- 14.2 These TOU shall be governed, construed, and enforced in accordance with the French law, without regard to its conflict of laws rules. Failing amicable agreement, any dispute concerning the validity, the interpretation, the fulfillment, the consequences and implications of these TOU shall fall upon the jurisdiction of the Trade Court (Tribunal de Commerce) of Paris, even in the event of the introduction of third parties or plurality of defendants.