

Last updated: 2018.08.01

1. Terms of Service

These terms and conditions (“Payments Terms”) govern the Payment Services between you and Relearn Limited (Relearn Limited is hereinafter referred to as "Relearn", "we", "us", or "our"). Relearn Limited will handle any and all payments and payouts conducted through or in connection with the Site, Application or Services ("Payment Services").

These Payment Terms constitute a binding legal agreement between you and Relearn Limited.

YOU ACKNOWLEDGE AND AGREE THAT, BY USING THE PAYMENT SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE PAYMENTS TERMS. IF YOU DO NOT AGREE TO THESE PAYMENTS TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE PAYMENT SERVICES.

Failure to use the Payment Services in accordance with these Payments Terms may subject you to civil and criminal penalties. If you accept or agree to these Payments Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Payments Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE TEACHERS AND STUDENTS CONNECTING AND BOOKING ONLINE LANGUAGE LESSONS DIRECTLY WITH EACH OTHER. RELEARN CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY TEACHER OR STUDENT PROFILES AND IS NOT RESPONSIBLE FOR THE METHODS, MATERIALS, ONLINE DELIVERY TOOLS AND ALL ASPECTS OF THE LESSONS. RELEARN IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LESSONS. ACCORDINGLY, ANY PAYMENT SERVICES WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

2. Modification

Relearn reserves the right, at its sole discretion, to modify or terminate the Payment Services or to modify these Payments Terms at any time and without prior notice. If we modify these Payments Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the “Last Updated” date at the top of these Payments Terms. By continuing to use the Payment Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Payments Terms. If the modified Payments Terms are not acceptable to you, your only recourse is to cease using the Payment Services.

3. Eligibility

The Payment Services are intended solely for persons who are 18 or older. Any use of the Payment Services by anyone under 18 and non-accompanied by his parents is expressly

prohibited. By using the Payment Services you represent and warrant that you are 18 or older or accompanied by your parents.

4. Account Registration and Identity Verification

In order to use the Payment Services, you must first register to create an Relearn Account and become a Member in accordance with the Terms of Service. You acknowledge, consent and agree that anyone you authorize to use your Member Account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

You authorize Relearn, directly or through third parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud. This may include asking you to provide a form of government identification (e.g. driver's license or passport), your date of birth, and other information requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods; or attempting to screen your information against third party databases. You further authorize Relearn (or its affiliates) to request a consumer report on you from a Consumer Reporting Agency. This consumer report will be requested and utilized in compliance with applicable law, included the Fair Credit Reporting Act. Relearn reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

5. Key Terms for Payment Services

"Relearn Credits" - Relearn Credits are a virtual currency purchased from Relearn. They can be used solely on the Site or Application to purchase Services and have no value outside of Relearn. All Services on the Site or Application are paid for with Relearn Credits.

"Lesson Fees" - Lesson Fees are the amounts that are due and payable by a Student for confirmed language lessons that have been given by a Teacher.

"Service Fees" - Service Fees are the fees Relearn charges to the Teacher when using Relearn Services.

"Student Wallet" - A Student Wallet is an account created by Students to purchase Relearn Credits that will be spent on Relearn. Relearn Credits in a Student Wallet can be used to pay for services provided by Teachers, and other Services offered by the Site or Application. A Student may add Relearn Credits to their Student Wallet by any of the payment methods available on the Site or Application. The Student must reasonably intend that such amounts will be used to pay Relearn or Teachers for Services purchased through the Site or Application.

"Payment Method" - Payment Method is the service that a Student uses to purchase Relearn Credits.

6. General Relationship

Relearn Provides the Venue

Relearn makes the Site or Application available as an online venue where Members locate and connect with each other and take advantage of the Services. Relearn is not involved in the dealing and contracting between Students and Teachers, or in the Teachers' delivery of

Teaching Services to Students. Relearn has no control over and does not guarantee the quality, safety or legality of Teaching Services advertised, the truth or accuracy of listings, the qualifications, background, or abilities of Teachers, the ability of Teachers to deliver Teaching Services, the ability of Students to pay for Teaching Services, or that a Student or Teacher can or will actually complete a transaction.

Performance of Lesson Contracts

Upon confirmation of Teacher Services, time, and price by both the Student and the Teacher, the Student agrees to purchase, and the Teacher agrees to deliver, the Teacher Services in accordance with the Terms of Service (collectively the "Lesson Contract"). You agree not to enter into any contractual provisions in conflict with the Terms of Service. The Student and Teacher each covenants and agrees to act with good faith and fair dealing in performance of the Lesson Contract. Furthermore, the Student and Teacher each acknowledges and agrees that the value, reputation, and goodwill of the Site or Application depend on their performance of the foregoing covenants and agreements. The Student and the Teacher therefore agree that Relearn has the right to take such actions with respect to the Lesson Contract, including without limitation suspension, termination, or legal actions, as Relearn in its sole discretion deems necessary to protect the value, reputation, and goodwill of the Site or Application.

7. Financial Terms for Students

For Students, you must use Relearn Credits to receive Teaching Services from a Teacher. Relearn provides Students with a "Student Wallet". The Student Wallet is used to hold Relearn Credits, and to make payments with Relearn Credits, for the purchase of Teaching Services.

Purchasing Relearn Credits

In order to acquire Relearn Credits, you use a third party payment method (example: credit card, PayPal, and others) to pay for the necessary amount. By providing Relearn with your credit card or bank account information, you authorize us to charge such credit card or bank account for the amounts stated on the payment page. Following a successful transaction, your Student Wallet will have the corresponding amount of Relearn Credits.

No Refunds on Authorized Payments

Authorized payments are final. No refunds will be given for Relearn Credits purchased.

Third Party Payment Method Fees

When purchasing Relearn Credits, there may be fees that are charged to a Student by the third party payment provider or the Student's bank. These fees are not under Relearn's control, and Relearn disclaims all liability in this regard. Whatever Payment Method you use may be subject to additional terms and conditions imposed by the applicable third-party payment provider. It is up to the user to review the terms and conditions before using a third party payment method.

Cancelled Lesson Requests

If a Lesson Request is cancelled by the Student, declined by the teacher, or expires (not confirmed by the Teacher within the request period), the Relearn Credits will be fully refunded to the Student's Student Wallet.

Booking of Lessons

As a Student, when you book a lesson, you instruct Relearn to pay the Teacher using the Student Wallet Service. You confirm that the Teacher has completed the applicable Services fully and satisfactorily, and you are instructing Relearn to transfer Relearn Credits from your Student Wallet to the teacher.

Feedback and Ratings on Lessons

As a Student, when you confirm a lesson was successful, you will also be asked to leave feedback and a rating for the teacher. Leaving feedback or a rating is optional. However, if you do so, you agree that your feedback will not be used to artificially raise or lower a teacher's rating, commit fraud, spam, insult, harass, threaten, or enact intentional misuse.

You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Service, and agree not to take any actions that undermine the integrity of the feedback system.

Disputes with Teachers

In the event there is a disagreement with a teacher, there are two phases to resolving the dispute.

Phase 1: Member Resolution – The Student and Teacher should discuss and reach agreement on what services should be provided, and whether the Relearn Credits should be transferred to the Student or the Teacher. Any new terms that are agreed by the Student and Teacher should be submitted to Relearn, for a written record.

Phase 2: Relearn Dispute Judgment – If the Student and Teacher cannot agree, then the dispute will be handled by Relearn. Relearn will review any evidence and submitted materials pertaining to the Dispute and make a final ruling.

8. Financial Terms for Teachers

You agree to Relearn's Teacher Terms of Service at www.relearn.jp/instructorterms.

Accepting Teacher Service Requests

Teachers will receive requests for Teacher Services ("Lesson Requests"). By accepting a Lesson Request, you agree to provide your Teaching Services to the Student at the date and time set inside the request. You can choose to decline the request. If you do not respond, the request will automatically be declined.

Cancellations of Lesson Requests

If Relearn decides for any reason that it is necessary or desirable to cancel a confirmed Teacher Services Request made via the Site, Application and Services pursuant to Relearn Terms of Service, you agree that Relearn and the relevant Student or Teacher will not have any liability for such cancellations or refunds.

Disputes with Students

In the event there is a disagreement with a student, there are two phases to resolving the dispute.

Phase 1: Member Resolution – The Student and Teacher should discuss and reach agreement on what services should be provided, and whether the Relearn Credits should be transferred to the Student or the Teacher. Any new terms that are agreed by the Student and Teacher should be submitted to Relearn, for a written record.

Phase 2: Relearn Dispute Judgment – If the Student and Teacher cannot agree, then the dispute will be handled by Relearn. Relearn will review any evidence and submitted materials pertaining to the Dispute and make a final ruling.

Relearn Service Fees

Relearn collects commission fees when a Teaching Service ("lesson") is confirmed by the Student. **For each transaction on the Site or Application, the commission is 15% of the total cost of the Teacher Service ("lesson") for the grammar or coaching lessons, and 50% for the speaking lessons.** Fees due to Relearn are deducted upon transfer of Relearn Credits to the teacher.

The balance transferred to the teacher is the full balance after all fees have been deducted. Amounts may be rounded up or down as described the "Rounding Off" section.

Relearn does not charge any fees for the Teacher to register or create a listing for Teacher Services on Relearn. To the extent any refunds are issued, commission fees will be based on the amount that is not refunded back to the Student.

Circumvention of Service Fees

Teachers agree not to engage in any action or activity meant to circumvent the service fees. Prohibited practices include (but are not limited to) the following:

- Suggesting, soliciting, or accepting payment by other means outside the Relearn Payment Service.
- Failing to report accurate or final service prices on the Site, or a service price different than that agreed between Student and Teacher.

Withdrawal of Funds

When withdrawing Relearn Credits, there may be fees that are charged to a Teacher by the third-party payment method or the Teacher's bank. These fees are not under Relearn's control, and Relearn disclaims all liability in this regard. Whatever third-party payment method that is used by Teachers may be subject to additional terms and conditions imposed by the third-party payment provider. It is up to the Teacher to review the terms and conditions before using a third-party payment method.

Withholding or Delaying Disbursement of Funds

If Relearn reasonably concludes, based on information available to Relearn, that a Teacher's actions may have resulted or will result in a significant number of disputes, refunds or other

claims from users who purchased their Teaching Services, Relearn reserves the right to delay the payments to the teacher.

Relearn's Rights Regarding Reimbursements

Relearn reserves the right to seek reimbursement from a Teacher if Relearn, in its sole discretion, (a) provides a refund to a Student if the Teacher cannot promptly deliver the purchased Teacher Services, or (b) discover erroneous or duplicate transactions. The Teacher authorizes Relearn to obtain such reimbursement by deducting from future payments owed to the Teacher, reversing any credits to the Teacher's Account, debiting the Teacher's bank account, or seeking such reimbursement from the Teacher by any other lawful means.

Rounding Off

Relearn may, in its sole discretion, round up or round down amounts that are payable from or to Teachers or Students to the nearest whole functional base unit in which the currency is denominated.

9. Taxes

With the exception of Teachers in Hong Kong and the People's Republic of China, a Teacher understands and agrees that they are solely responsible for determining their applicable Tax reporting requirements and obligations relating to applicable Taxes for their services. They are also solely responsible for remitting to the relevant authority any Taxes included or received. Relearn cannot and does not offer Tax-related advice to any Members.

10. Relearn Credits Policies

Relearn Credits are not Bank Deposits

You acknowledge that: (1) Relearn is not a bank and the Student Wallet is a payment service rather than a banking service; and (2) Relearn is not acting as a trustee or fiduciary with respect to your funds, but is acting only as an agent and custodian. (3) RELEARN IS NOT A BANK, AND AMOUNTS TRANSFERRED THROUGH OR STORED IN THE STUDENT WALLET OR TO THE TEACHER ARE NOT INSURED DEPOSITS.

Relearn Credits Expiration Policy

Relearn Credits in a member account will be valid for six months after what it will be lost.

Foreign Exchange Risk

The Student Wallet Services operates in Relearn Credits which are tied to JPY. Relearn is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than JPY, nor is Relearn responsible for currency fluctuations that occur when receiving or sending payment via third party payments when purchasing Relearn Credits or withdrawing an Relearn Credits balance.

Relearn Credits Limitations

Relearn Credits are valid only when purchased on Relearn or through authorized Relearn partners. Relearn Credits in the form of Relearn Gift Cards or Vouchers cannot be resold or redeemed for cash. Relearn Credits redeemed from Gift Cards or Vouchers purchased through unofficial sources or channels are subject to cancellation without notice.

11. Relearn's Rights Regarding User Accounts and Funds

Security and financial fraud

As a security measure, Relearn may impose transaction limits on some or all Students and Teachers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will impose these limits before any services are rendered if we determine it is necessary for security reasons or the prevention of fraud.

Relearn reserves the right to void Relearn Credit purchases if purchases are found to be fraudulent. This includes Relearn Credits that have been redeemed from fraudulent Relearn Gift Card purchases.

Interest compensation

Relearn may earn interest or other compensation from the balances in bank accounts that result from the timing difference between the payment for Teacher Services and the disbursement of the corresponding funds to Teachers. Teachers and Students are not entitled to any such interest or other compensation.

Reservation of Rights for Erroneous Transactions

Relearn reserves the right to seek reimbursement from any Teacher or Student. The Teacher or Student will reimburse Relearn if Relearn discovers erroneous or duplicate transactions for the amount of such transaction from such Teacher or Student. Relearn may obtain such reimbursement by deducting from future payments owed to such Teacher, by reversing any credits to such Teacher's bank account, or by seeking reimbursement from such Teacher by any other lawful means.

Prohibition on Friendly Fraud

"Friendly Fraud" is when a person initiates a fraud dispute with a payment provider, claiming that their credit card (or other payment method) was not intended to be used. Because Relearn does not offer refunds, users that disagree with the policy have tried to use friendly fraud to receive a refund.

This type of behavior is illegal and prohibited by all payment providers. Relearn also strictly opposes friendly fraud. If friendly fraud is discovered, the student's account and wallet will be deactivated, purchased credits will be confiscated, and the user will be noted as a financial security risk.

In the case of honest mistakes, Relearn can reverse the transaction. We strongly advise students to contact Relearn customer service (support@relearn.jp) to resolve any financial disputes.

12. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not:

- Violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- Use the Payment Services for any commercial or other purposes that are not expressly permitted by these Terms;
- Use the Payment Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, personal contact information or credit, debit, calling card or account numbers, or photographs of others without their permission;
- Register any Payment Method with your Relearn account that is not yours or you do not have authorization to use;
- Attempt to probe, scan, or test the vulnerability of any Relearn system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Relearn or any other third party (including another user) to protect the Payment Services;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Payment Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Payment Services;
- Advocate, encourage, or assist any third party in doing any of the foregoing.

Relearn has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Payments Terms, Relearn may take a range of actions against you, including but not limited to limiting access to your Relearn Account and any associated Payment Services, for a violation of these Payments Terms.

13. Enforcement of Terms of Service

We may suspend or cancel your Member Account if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms of Service, or violated our rights or those of another party. Without limiting Relearn's other remedies, we will suspend or terminate your Member Account and refuse to provide any Services to you if: (a) you breach any terms and conditions of the Terms of Service and the other written policies and procedures posted on the Site or Application; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, our Users or for Relearn.

Once suspended or terminated, you may not continue to use the Relearn service under a different Account or re-register under a new Account. This includes usage of any associated Payment Services. In addition, violations of the Terms of Service may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. If a User or Member engages in actions or activities which circumvent the Site or Application or

otherwise reduces service fees owed Relearn under the Terms of Service, that User or Member will be liable to Relearn for the service fees due, and may be subject to additional sanctions including, but not limited to, suspension or termination of Relearn membership. Relearn reserves the right to terminate any User or project for any reason, at its sole discretion and to refuse to provide registration and membership to you in the future. When your membership is canceled, you may no longer have access to data, messages, files and other material you keep on the Site or Application.

14. Disclaimers

IF YOU CHOOSE TO USE THE PAYMENT SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT RELEARN PROVIDES THE PAYMENT SERVICES “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, RELEARN EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. RELEARN MAKES NO WARRANTY THAT THE PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. RELEARN MAKES NO WARRANTY REGARDING THE QUALITY OF THE PAYMENT SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM RELEARN PAYMENTS OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

NOTWITHSTANDING RELEARN’S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE TEACHERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM STUDENTS ON BEHALF OF THE TEACHERS, RELEARN EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF THE PAYMENT SERVICES REMAINS WITH YOU. IF YOU PERMIT OR AUTHORIZE ANOTHER PERSON TO USE YOUR RELEARN ACCOUNT IN ANY WAY, YOU ARE RESPONSIBLE FOR THE ACTIONS TAKEN BY THAT PERSON. NEITHER RELEARN NOR ANY OTHER PARTY INVOLVED IN PROVIDING PAYMENT SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE PAYMENT SERVICES, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PAYMENT SERVICES, WHETHER

BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RELEARN PAYMENTS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE RELEARN TEACHER GUARANTEE, IN NO EVENT WILL RELEARN'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE PAYMENT SERVICES INCLUDING, BUT NOT LIMITED TO, FROM THE USE OF OR INABILITY TO USE PAYMENT SERVICES, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR TEACHING SERVICES VIA THE RELEARN PLATFORM AS A STUDENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A TEACHER, THE AMOUNTS PAID BY RELEARN TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RELEARN AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. Indemnification

You agree to release, defend, indemnify, and hold Relearn and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Payment Services, or your violation of these Payments Terms; or (b) your accrual or use of any Relearn Credits.

17. Entire Agreement

Except as they may be supplemented by additional Relearn policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms (and the terms below) constitute the entire and exclusive understanding and agreement between Relearn and you regarding the Site, Application, Services, Content, and any Teaching Services Requests made via the Site, Application and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Relearn and you regarding bookings or listings of Accommodations, the Site, Application, Services, and Content.

- Our new [Terms of Service](#)
- Our new [Payment Terms of Service](#) (for users who use Relearn Credits)
- Our new [Teacher Terms of Service](#) (for teachers on Relearn)
- Our new [Privacy Policy](#) and [Copyright Policy](#)
- Our new [Community Policy](#)

18. Assignment

You may not assign or transfer these Payments Terms, by operation of law or otherwise, without Relearn's prior written consent. Any attempt by you to assign or transfer these Payments Terms, without such consent, will be null and of no effect. Relearn may assign or transfer these Payments Terms, at its sole discretion, without restriction. Subject to the foregoing, these Payments Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

19. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Payments Terms, will be in writing and given by Relearn (i) via email (in each case to the address that you provide) or (ii) by posting to the Relearn Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

20. Controlling Law and Jurisdiction

The Terms of Service are governed in all respects by the laws of Hong Kong without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against Relearn must be resolved by a court located in Hong Kong, or as described in the Arbitration Option paragraph below. You hereby submit to the personal jurisdiction of the courts located within Hong Kong for the purpose of litigating all such claims or disputes. Any cause of action you may have with respect to this Site or Application must be commenced within 30 days after it arises, or the cause of action is barred.

21. Dispute Resolution

If a dispute arises between you and Relearn, our goal is to resolve such dispute quickly and cost effectively. You agree to first contact us directly to seek dispute assistance by going to Customer Service. You and Relearn agree to resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Relearn Services (a "**Claim**") with Dispute Resolution.

Arbitration Option

For any claim arising between you and Relearn (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than HKD 50,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("**ADR**") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

Improperly Filed Claims

Should you file a claim contrary to this section entitled "**Disputes Resolution**," Relearn will

be entitled to recover attorneys' fees and costs up to HKD 10,000, provided that Relearn has notified you in accordance with the Terms of Service of the improperly filed claim, and you have failed to promptly withdraw the claim.

22. General

The failure of Relearn to enforce any right or provision of these Payments Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Relearn. Except as expressly set forth in these Payments Terms, the exercise by either party of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Payments Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Payments Terms will remain in full force and effect.