

Last updated: 2018.10.31

## 1. Key Terms

Relearn provides an online venue for language learning where Members, both Students and Teachers (terms defined below), can collaborate with each other and take advantage of the services (collectively, the "Services"). These Services are accessible at relearn.jp and any other websites where Relearn makes the Services available (collectively, the "Site"), and applications for mobile, tablet, and other smart devices and application program interfaces (collectively, the "Application").

If you are using the Site, Application or Services, these Terms of Service are 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**"). Payment Services provided by Relearn Limited are subject to the Payments Terms of Service ("**Payments Terms**") available at [https://relearn.jp/payment\\_terms\\_of\\_use.pdf](https://relearn.jp/payment_terms_of_use.pdf).

"**Content**" means all Content that Relearn makes available through the Site, Application, Services including the flashcards, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member Content.

"**Member Account**" means the Relearn Account you open when you register to become a Member and use the Services.

"**Member**" means a person or legal entity that registers for an Account.

"**Member Content**" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Member profile or Relearn promotional campaign to be made available through the Site, Application or Services.

"**Services**" means any of the Connection or Payment Services that are delivered by Relearn.

"**Student**" means a Member that purchases Teaching Services.

"**Teacher**" means a Member that offers and delivers Teaching Services.

"**Teaching Services**" means all Services delivered by Teachers. These include paid lessons, packages and other services rendered where Relearn Credits are exchanged.

"**User**" means (1) a person who is a Member, using the Site or Application on his or her own behalf, or (2) a person who is using the Site or Application on behalf of a Member that is a company or organization.

"**Visitor**" means a person who is only visiting the Site or Application, not a Member or User.

"**You**" means a Visitor or Member accessing the Site or Application or using the Services on his or her own behalf; or, if the Services are used on behalf of a company or organization, "you" means the Member for which the Services are used and the User who accesses the Site

or Application on behalf of such Member (and such User represents that he or she has the authority to do so on the Member's behalf).

## **2. Terms of Service**

By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and Relearn. In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Content.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE VENUE FOR LANGUAGE LEARNING WHERE MEMBERS, BOTH STUDENTS AND TEACHERS HOSTS MAY TAKE ADVANTAGE OF CONNECTION SERVICES AND PAYMENT SERVICES DIRECTLY WITH EACH OTHER. YOU UNDERSTAND AND AGREE THAT RELEARN IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN STUDENTS AND TEACHERS OR BETWEEN MEMBERS, NOR IS RELEARN A LANGUAGE SERVICES BROKER OR AGENT. RELEARN HAS NO CONTROL OVER THE CONDUCT OF STUDENTS, TEACHERS, MEMBERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY SERVICES RENDERED BETWEEN THEM, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU CHOOSE TO TEACH ON RELEARN, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH RELEARN IS LIMITED TO BEING A MEMBER AND AN INDEPENDENT, THIRD-PARTY CONTRACTOR, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF RELEARN FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF RELEARN. RELEARN DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR ACTIVITIES ASSOCIATED WITH YOUR PROFILE OR LISTED SERVICES, OR ANY OTHER MATTERS RELATED TO ANY SERVICES THAT YOU PROVIDE. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF RELEARN, INCLUDING BY INAPPROPRIATELY USING ANY RELEARN INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY

CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR CONTENT.

If you accept or agree to these 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 Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

### **3. Modification**

Relearn reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Site or the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated" date at the top of these Terms. By continuing to access or use the Site, Application or 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 Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

### **4. Eligibility**

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older, or if not authorized by your parents.

For users in the United States, Relearn may, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain reports from public records of criminal convictions or sex offender registrations of the user. For users outside the United States, we may, to the extent permitted by applicable laws and if we have sufficient information to identify a user, obtain the local version of background or registered sex offender checks in our sole discretion. You agree and authorize us to use your personal information, such as your full name and date of birth, to obtain such reports, including from Relearn's vendors.

### **5. How the Site, Application and Services Work**

The Site, Application and Services can be used to provide an online venue where Members, Students and Teachers, can collaborate with each other and take advantage of Connection Services and Payment Services for language learning.

**Connection Services.** The Site or Application is a venue where:

1. Members may upload information related to language learning.

2. Members conduct searches, connect with, choose, and engage each other for the purposes of language learning.
3. Students conduct searches, connect with, choose, and engage Teachers directly for language instruction.
4. Teachers advertise their capabilities, respond to inquiries, connect with and engage to provide their Services directly to Students.

In providing the Connection Services, Relearn only provides the venue for Students and Teachers to find and contract with each other.

**Payment Services.** The Site or Application is a platform for Students seeking online languages lessons or other language learning services to connect with Teachers seeking to provide online language lessons and other language learning services.

Payment Services also provide to Students and Teachers certain collaboration, feedback, credit purchase and payment tools, dispute resolution process and dispute assistance, and other Services (collectively, "Payment Services"). Payment Services does not mean Connection Services.

You agree to Relearn's Payment Terms of Service at [relearn.jp/payment\\_terms\\_of\\_use.pdf](https://relearn.jp/payment_terms_of_use.pdf).

**Teacher Services.** Teacher services are described in more detail on the Teacher Terms of Service.

If you are accepted to be a Teacher, you agree to Relearn's Teacher Terms of Service at [relearn.jp/instructor\\_terms\\_of\\_use.pdf](https://relearn.jp/instructor_terms_of_use.pdf).

Unless explicitly specified otherwise in the Relearn platform, Relearn's responsibilities are limited to facilitating the availability of the Site, Application and Services.

## **6. Account Registration**

In order to access certain features of the Site and Application, and to participate in language learning Connection Services and Payment Services on Relearn, you must register to create an account ("Relearn Account") and become a Member. You may register to join directly via the Site or Application or as described in this section.

## **7. General Member Terms**

Our Services are available only to legal entities and individuals in business who can form legally binding contracts. To register for an Account with Relearn and become a Member, you must accept all of the terms and conditions in, and linked to, the Terms of Service. Relearn reserves the right in its sole discretion to refuse, suspend, or terminate service to anyone.

It is the sole responsibility of each registered Member that all personal details, including contact email addresses are up to date and accurate at all times. By accepting these terms and conditions all Members hereby release Relearn from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, which arise due to inaccurate personal information

being held on the site or application. All Members are solely responsible for the content and accuracy of any information published by them on Relearn.

Relearn reserve the right to suspend or terminate the membership of any registered Member for any reason. No refunds, payments or compensation of any kind will be paid to Members whose registration has been terminated due to breach of these terms and conditions.

## **8. Privacy**

You agree to Relearn's Privacy Policy - [relearn.jp/privacy\\_policy.pdf](https://relearn.jp/privacy_policy.pdf)

## **9. Intellectual Property**

Relearn and its licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site or Application. The Relearn logo and name are trademarks of Relearn, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Site or Application may be the trademarks of their respective owners.

## **10. Site and Application License**

Subject to and conditioned on compliance with the Terms of Service, Relearn grants you a limited license to access and, if you are a Member, to use this Site or Application internally for the purpose of ordering and receiving the Services available and authorized from this Site or Application. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of this Site or Application in any way for any public or commercial purpose without prior written consent of Relearn or the rights holder, unless such actions have previously been expressly permitted by Relearn or the rights holder for the content in question. You will not attempt to reverse engineer or attempt to interfere with the operation of any part of this Site or Application unless expressly permitted by law. This Site or Application or any portion of this Site or Application may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by Relearn.

## **11. Relearn Content and Member Content License**

Subject to your compliance with these Terms Relearn grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Relearn Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Relearn or its licensors, except for the licenses and rights expressly granted in these Terms.

## **12. Links**

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Relearn is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Relearn of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

### **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**

THE SERVICES PROVIDED BY RELEARN OR ANY OF OUR LICENSORS OR TEACHERS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE WEB SITE OR APPLICATION BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **15. Limitation of Liability**

IN NO EVENT SHALL WE OR OUR LICENSORS OR TEACHERS BE LIABLE TO YOU OR ANY OTHER MEMBER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED IN THE GREATER OF: (A) \$100 OR (B) THE AGGREGATE AMOUNT OF SERVICE CHARGES ACTUALLY COLLECTED BY US FROM YOU FOR THE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

## **16. Indemnification**

You agree to defend, hold harmless and indemnify Relearn from and against any and all losses, costs, expenses, damages or other liabilities incurred by Relearn from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against Relearn: (a) in connection with your use of the Services including any payment obligations incurred through use of the Services; or (b) resulting from: (i) your use of the Site or Application; (ii) your decision to supply credit information via the Site or Application, including personal financial information; (iii) your decision to submit postings and accept offers from other Members; (iv) any breach of contract or other claims made by Members with which you conducted business through the Site or Application; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any Member; (viii) any act or omission of yours with respect to the payment of fees to any Teacher; (ix) your dispute of or failure to pay any invoice or any other payment; and/or (x) your obligations as a Teacher or to a Teacher. Any such indemnification shall be conditioned on our: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

## **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](#)

## **18. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13.

## **19. Assignment**

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

## **20. Notices**

Unless you otherwise indicate in writing to Customer Service, Relearn will communicate with you by email or by posting communications on this Site or Application. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when Relearn sends it to the email address you have provided to Relearn on this Site or Application, or when Relearn posts such communication on this Site or Application. You must keep your email address updated on this Site or Application, and you must regularly check this Site or Application for postings. If you fail to respond to an email message from Relearn regarding violation, dispute or complaint within two business days, Relearn will have the right to terminate or suspend your membership or your registration.

All notices to Relearn intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following address:

Relearn Limited  
Units 903-906A, 9/F, Kowloon Centre  
33 Ashley Road, Tsimshatsui  
Kowloon, Hong Kong

Such notices to Relearn are deemed effective upon receipt.

## **21. 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.

## **22. Dispute Resolution**

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

### **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 "**Dispute 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.

## **23. General**

The failure of Relearn to enforce any right or provision of these 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 Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the

maximum extent permissible and the other provisions of these Terms will remain in full force and effect.