



sofatutor, Inc.

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<http://us.sofatutor.com/>

# Terms & Conditions

## Scope

These General Terms and Conditions (GTC) govern the relationship between sofatutor, Inc. (hereinafter also referred to as sofatutor or we) and its customers (you) for the use of [us.sofatutor.com](http://us.sofatutor.com) and the sofatutor app (hereinafter referred to as the platforms) as well as all contracts concluded via the platforms. The GTC must be expressly accepted upon registration. Express individual agreements regarding the content of the contract take precedence over these GTC.

sofatutor can change the GTC with a notice period of one month if no main service obligations and other regulations that are decisive for you (e.g. the notice period) are changed to your disadvantage and the change is reasonable for you. You will be notified of such a change in writing (e.g. by email) and if you do not object in writing within one month, it will become part of the contract with sofatutor. sofatutor will explicitly point out this consequence.

If old general terms and conditions still apply to you, you can find them at <https://us.sofatutor.com/legal/terms-and-conditions>.

These GTC can be found at <https://us.sofatutor.com/legal/terms-and-conditions>. In addition, they will be sent to you again after subscribing to our platform by email together with further information about your contract (e.g. duration, price). Other terms and conditions shall only apply if we have expressly agreed to them in writing.

## Scope of services and requirements

In order to use our offer, you must create a user account. In addition, you must have a computer (e.g. desktop computer, laptop/notebook or tablet) with a web browser and internet access (DSL or comparable). Access with smartphones is also generally possible, but may have technical limitations. In addition, access via our mobile app is possible, but it offers a reduced scope of services. It is your sole responsibility to meet these requirements. During the 30-day free trial period or the 30-day money-back guarantee (whatever is applicable to your subscription), you can check whether your computer and internet access are suitable for using sofatutor.

In order to access the content (e.g. videos, exercises, class work, worksheets) afterwards, you need one of the access types listed below.

### 1. Subscription

sofatutor offers basic subscriptions, which allow you to use the videos, the corresponding exercises, practice class work, the learning game Sofaheld and the vocabulary trainer, as well as premium subscriptions, which also allow you to use the worksheets. You can find the exact scope of services of our subscriptions and accesses at <https://us.sofatutor.com/pricing>.

You conclude a subscription by going through the order section and completing the order process by clicking on the corresponding button. Information on the conclusion of the contract and all other conditions can be found in the following sections of these GTC.

### 2. Access with access code

It is possible, for example, for schools or companies to purchase access codes from us and then make them available to their students or employees free of charge. If you have been given such an access code, please enter this access code in the corresponding field and then create a user account to gain access. The duration and scope of the free access to the content is governed by the relevant individual terms agreed between sofatutor and the school, company or other contractual partner. If you access using such access code, the following sections of these GTC do not apply to you: "Conclusion of contract", "30-day free trial period" or "30-day money-back guarantee", "Prices and payment", "Term, renewal, termination".

The following applies to all types of accesses: If you are no longer authorised to access the content of our platforms (e.g. because the term of your subscription has expired), your usage account will continue to exist. You can then still manage your usage data, but only have limited access to the content.

The only exception is for students who want to access content that has been shared by their teacher through a short link or a learning group. For this, neither a user account nor access code is necessary.

## Conclusion of Contract

A contract between you and sofatutor is concluded when you click on the respective button at the end of the order process. The contract can only be concluded in English. Before concluding the contract, you have the opportunity to check the data you have provided and change it if necessary. We store the details of your contract and send them to you by email after the conclusion of a contract. You can also view the content of your contract in your user account when you are logged in.

All information provided for the conclusion of the contract must be truthful. In the event of a change in your address or payment data, you must adjust this immediately in your user account.

### 30-day free trial period, 30-day money-back guarantee

When booking a subscription of the platforms for the first time, you can test whether you like sofatutor 30 days free of charge or with our 30-day money-back guarantee. Within the booking process, we will inform you which of the two options is applicable for you. sofatutor is free to choose which offer is displayed.

During the free trial period/the first 30 days of your subscription, you can cancel at any time. Immediately after the conclusion of your contract, we will send you an email informing you of the possibility to cancel your contract at any time during the free trial period/the first 30 days of your subscription. Only during the free trial period/the first 30 days of your subscription you can terminate your subscription in your user account under "Cancel subscription" in addition to the options mentioned under "Term, renewal, termination".

If you have already had a subscription before, you can no longer use the free trial period or our 30-day money back guarantee without our express consent. In



this case, please contact our customer service.

**30-day free trial period:** You will only be charged after 30 days if you did not cancel within this free trial period. If not cancelled, the paid subscription period agreed in the booking process will begin after the 30 days have expired. You will then receive an invoice from us by email for the agreed price, which we will debit or collect via the means of payment you have specified.

**30-day money-back guarantee:** You will be charged right after the conclusion of the contract. You will then receive an invoice from us by email for the agreed price, which we will debit or collect via the means of payment you have specified.

You can request a refund within the first 30 days of your subscription, without giving any reason. The refund will be made by us to the account or credit card from which the amount was originally collected or will be credited back to your Paypal account by us. Please do not object to the direct debit or credit card payment, as this will incur further costs that we will not cover.

## Prices and Payment

The current prices are listed: <https://us.sofatutor.com/pricing>. Our prices include the applicable tax. After conclusion of the contract, you can find the price as well as the term of your contract in your welcome email and in your user account.

You can generally pay by credit card, Amazon Pay or PayPal. Payment for your subscription must be made monthly or for the entire period, depending on your selection, and is due in advance for the selected period in each case. You can choose between the different payment options for a subscription in the booking process.

The respective means of payment will be debited immediately after the start of the paid subscription period. If the payment fails for reasons for which you are responsible (e.g. incorrect entry of the account number, insufficient funds, unauthorised chargeback initiated by you), you must reimburse us for the costs incurred as a result. We reserve the right to repeat the failed debit at our expense or to refuse the payment method used by you that failed (unless there is no objective justification for the latter). In the latter case, the other payment methods are available to you. In the event of a payment failure for which you are responsible, your access to the content on the platforms will be blocked until you initiate payment again by entering new payment data in your user account or until we have received your payment by bank transfer. In the case of payment by bank transfer, however, we must also have processed the payment, so that an additional processing time is to be expected.

In the event that you conclude a subscription via our app (so-called in-app purchase), payment processing will be carried out via the respective appstore provider and the payment method that you have agreed with the appstore provider will apply.

## Term, renewal, termination

The first chargeable term of the contract is the term you selected in the order process (e.g. six or twelve months). After expiry of the initial term and each subsequent term, your paid subscription will automatically renew for the originally agreed paid term (e.g. six or twelve months) if it is not terminated by sofatutor or by you in writing (e.g. by letter or email) in good time.

During the 30-day free trial period or the 30-day money-back guarantee, you can cancel without notice at any time. You will then no longer have access to the content with immediate effect. Following the 30-day trial period or the first 30 days of your subscription, you can cancel at any time with effect from the end of the respective term. We will explicitly inform you about the cancellation period and the automatic renewal that would otherwise take place immediately after concluding your contract.

For the calculation of the period of notice, the date of receipt by us is decisive, in the case of a postal letter the postmark and in the case of termination by sofatutor in any case the date of receipt by you.

Please send your cancellation (if possible, stating the email address you used to register with sofatutor and/or your customer number) to:

[help@sofatutor.com](mailto:help@sofatutor.com)

or

**sofatutor, Inc.  
Customer Service  
2810 N Church St  
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United States**

The end of the current contract period as well as the length of your subscription can also be found in your welcome email and the contract confirmation as well as on [us.sofatutor.com](https://us.sofatutor.com) in your user account, if you have logged in.

The legal right to extraordinary cancellation remains unaffected.

For in-app purchases, in deviation from the previous explanations, it is necessary that you make changes or terminate the subscription directly via your account with the respective app store provider. The term and costs of contract extensions also result from the respective terms agreed with the respective appstore provider.

## Use of platforms and content

A valid mail address is required to create a user account. A password that meets common security requirements must be selected. The password may not be passed on to third parties. Access may not be used by persons outside the household or family (parents, siblings). In justified cases, sofatutor may allow the transfer of the contract or access to another person. Please contact our customer service in this case.

When using sofatutor, appropriate behaviour and reasonable manners must be observed; in particular, the use of sofatutor by third parties must not be impaired by inappropriate comments or similar.



The conclusion of a subscription as well as the use of access to the platforms may only take place for private purposes; commercial, entrepreneurial or business use or public demonstration is only permitted with express permission. Should you wish to use sofatutor for such purposes, please contact us.

You may not further distribute the content (e.g. videos, exercises, class work, worksheets) on the platforms. Saving worksheets and class work is only permitted during the term of the subscription/access; videos and exercises may not be saved permanently under any circumstances.

## Data Protection

The protection of your personal data is important to us. More detailed information on data protection and the use of cookies and similar technologies at sofatutor can be found at: <https://us.sofatutor.com/legal/privacy-policy>.

## Limitation of liability

sofatutor is only liable for injuries to life, body or health that are based on at least a negligent breach of duty by sofatutor or a person who acts for sofatutor to fulfil the contract, as well as for other damages in case of grossly negligent or wilful breaches of duty by those named. In addition, sofatutor is liable for foreseeable and contract-typical damages, insofar as sofatutor or persons who were active for sofatutor for the fulfilment of the contract negligently violated an essential contractual obligation.

## Final Provisions

Should a contract between sofatutor and a person who is an entrepreneur be concluded with the inclusion of these GTC, the following regulations also apply:

The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction is the registered office of sofatutor, Inc. in Delaware, United States.