



sofatutor GmbH

Gruenberger Strasse 54
10245 Berlin
Germany

help@sofatutor.com
http://us.sofatutor.com/

Terms and Conditions

Validity

These Terms and Conditions (T&C) govern the relationship between sofatutor GmbH (hereafter also referred to as 'sofatutor' and 'us') and its customers (hereafter also referred to as 'you') as regards all contracts concluded for us.sofatutor.com as well as other use of the us.sofatutor.com platform. The us.sofatutor.com platform is only intended for American users. When registering to the platform, users must expressly recognize and accept these T&C.

Sofatutor may change these T&C with one month's notice insofar as no main performance obligations or other regulations that are decisive for you (such as the period of notice) are changed to your disadvantage and you find the change reasonable. You will be informed in writing or via email of a change, and if you do not express your disagreement with the change in writing or via email within one month, the change will be incorporated into your contract with sofatutor. Sofatutor will make specific reference to this consequence.

Other general Terms and Conditions are only applied if we have expressly consented to them in writing. You can find those general Term and Conditions at: <https://us.sofatutor.com/legal/terms-and-conditions>. We will also send you an email after you have placed your order containing further information (i.e., duration and price) about your contract.

Conclusion of Contract

A contract between you and sofatutor comes about when you click on the 'Confirm Purchase' button at the end of the order process. The contract can only be concluded in English. Before the contract has been concluded, you have the option of checking and, if desired, changing the data you have provided. We save the details of your contract, which are also summarized on the page with the 'Confirm Purchase' button, and send them to you via email after the contract has been concluded. You can view the content of your contract in your User Account under us.sofatutor.com when you are logged in.

You can find the precise scopes of services for the subscriptions and types of access we offer at: <https://us.sofatutor.com/pricing>.

Prerequisites

You must have a computer and Internet access/DSL connection in order to use us.sofatutor. You are solely responsible for meeting these prerequisites. Before concluding a contract, you can watch our free videos to check whether your computer and Internet access are suitable for using sofatutor.

Prices and Payment

Our current prices are listed at: <https://us.sofatutor.com/pricing>. After your contract has been concluded, you can see the price and duration of your contract on your bills as well as in your User Account under us.sofatutor.com when you are logged in.

If you have claimed a discount, voucher, or similar for the first contractual period, the regular price will be payable if you extend the contract, upon conclusion of the contract for the extension. The same applies for a contract with an additional testing period before the beginning of the regular contractual period.

You can pay by credit card or PayPal. You need to pay for your subscription or access in advance.

Your credit card or PayPal account will be charged immediately. If the charge to your credit card or PayPal account fails due to reasons for which you are responsible (such as incorrect provision of the credit card number or insufficient funds), you will be responsible for paying the costs that arise due to this failure. In the case of a failure of payment for which you are responsible, your access to the us.sofatutor.com contents will also be blocked until you have provided new payment information, arranged for the payment to be charged once again to your credit card or PayPal account, or successfully transferred the payment to us. However, if you transfer the payment to us, you will need to wait until we have processed the transfer for your account to be reactivated, which may take up to two business days. Alternatively, you can also provide proof that you have successfully transferred the payment to reactivate your User Account — in this case, please contact our Customer Service team. If the payment still fails, we reserve the right to stop charging the payment to the same credit card or PayPal account in order to avoid accruing additional costs.

In the event of a default in payment, we will send you an official overdue notice, and you will be responsible for paying all associated costs.

Duration and Cancellation

If you conclude a contract for a Monthly Subscription, the duration of the contract will last one month. If you purchase Lifetime Access, you will have unlimited access to us.sofatutor.com (with the exception of the Homework Chat, to which you will have access for six months) for an unlimited period of time.

Your subscription automatically extends for a month after this contractual period (i.e., first month) has been completed if you or sofatutor do not cancel your subscription by post or via email before the contractual period comes to an end. When cancelling your subscription via email or by post, please provide the email address that you used to sign up to sofatutor and/or your customer number.

Please send your cancellation to:

help@sofatutor.com

sofatutor GmbH
Customer Service
Gruenberger Strasse 54
10245 Berlin

sofatutor GmbH
Managing Directors: Stephan Bayer, Colin Schlüter, Arne Strawe
District Court Charlottenburg HRB 112531 B

Deutsche Bank
IBAN DE20100700240116272603
BIC DEUTDE33

Tax ID 37/537/31066
VAT ID DE259300560
Creditor Identifier DE69ZZZ00000971055



Germany

You can see when your current contractual period will come to an end in your Confirmation email, on your bill, and in your User Account under us.sofatutor.com when you are logged in.

The legal right to cancel this contract for exceptional reasons shall remain unaffected by this.

The following Right of Withdrawal only applies for users:

Instructions on Withdrawal

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (sofatutor GmbH, Customer Service, Gruenberger Strasse 54, 10245 Berlin, Germany, Phone: +49 30 - 515 88 22 20, Fax: +49 30 515 88 22 29, Email: help@sofatutor.com) of your decision to withdraw from this contract in an unequivocal statement (e.g., a letter sent by post, fax, or email). You may use the attached model withdrawal form, but this is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments we have received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choosing a type of delivery other than the least expensive type of standard delivery we offer), without undue delay and in any event no later than 14 days from the day on which we are informed of your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you made use of our services during the withdrawal period, you shall pay us an amount (calculated as a proportion of the cost of full contractual coverage) that corresponds to the amount of time you used our services until communicating your withdrawal from this contract.

Model Withdrawal Form

NB: Only complete and return this form if you wish to withdraw from the contract.

- To sofatutor GmbH, Gruenberger Strasse 54, 10245 Berlin, Germany, Fax: +49 30 515 88 22 29, Email: help@sofatutor.com;
- I/We (*) hereby give notice that I/We (*) are withdrawing from my/our (*) contract of purchase of the following goods (*)/for the provision of the following service (*);
- Ordered on (*)/received on (*);
- Name of consumer(s);
- Address of consumer(s);
- Signature of consumer(s) (only required if this form is sent by post or fax);
- Date

(*) Delete as appropriate.

Limitation of Liability

sofatutor GmbH is only liable in the case of injuries to life, body, or health caused by an at least negligent breach of duty on the part of sofatutor, a legal representative of sofatutor, or a person employed by sofatutor to fulfill the contract, as well as in cases of grossly negligent or deliberate breaches of duty on the part of these persons. sofatutor is additionally liable for foreseeable and contractually typical damages insofar as sofatutor or persons employed by sofatutor to fulfill the contract have negligently violated an essential contractual obligation.

Platform and Content Usage

You need to have a valid email address in order to register at us.sofatutor.com. You need to select a password in keeping with current security requirements. You may not pass this password on to third parties.

When using sofatutor, you need to uphold appropriate behavior and act in a rational manner. In particular, you may not impair third parties' usage of the platform through inappropriate comments or similar.

You may only use us.sofatutor.com for private purposes — usage for commercial or trade purposes or for public presentations is only allowed in the case of express written approval. If you would like to use sofatutor for these latter purposes, please get in touch with us.

The contracts concluded for us.sofatutor.com are personal, meaning that each subscription or access may only be used by a single person. However, the user may draw upon the help of third parties, such as parents, when using sofatutor. In justified cases, the contract may be transferred — to do so, please contact our Customer Service.

You may not disseminate the contents of us.sofatutor.com (e.g., videos, Practice Problems, worksheets). You may only save the worksheets during the duration of your subscription or access. In no event may you permanently save the videos and Practice Problems.

Data Protection

We take data protection very seriously. For more information about data protection at sofatutor, please see: <https://us.sofatutor.com/legal/privacy-statement>.



Chats

sofatutor may enlist third parties to provide support for the chats on sofatutor.com (Customer Service and Homework Chat Mathematics).

Access to Homework Chat Mathematics is included with a Monthly Subscription, as well as with Lifetime Access — in the latter case, access to the chat is limited to the first six months of use.

You will receive answers to specific math questions within the context of this chat. The chat should serve as an aid to help you understand the educational material and find solutions on your own — it will not provide you with solutions. As such, sofatutor will not complete your homework for you.

Each user can ask up to three questions per day, and chats are limited to a length of 30 minutes per day. This time limit has been put into place to ensure that all users receive sufficient support via the Homework Chat each day.

Final Provisions

German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods, provided that no mandatory consumer protection norms for individual cases or individual regulation require otherwise.

The German courts are responsible for judging all disputes arising from this contract. If you do not have a German court of jurisdiction, the court of jurisdiction for this contract is Berlin, Germany, which is where sofatutor GmbH is headquartered.