

TERMS AND CONDITIONS

Everyday English OÜ

Effective date: 27.03.2026

The text below explains how we build a learning community full of trust and respect between all its members. As a person who uses our educational and related services or visits our website (“you”, “Client”, “Student”, “User”), you agree to adhere to the rules below, as well as to the specific terms and conditions of the services you have purchased or agreed to use. We understand that the text is boring, but we highly recommend that you read it in full, in order to properly understand your rights and obligations while studying with us or ask a person who speaks English to help you understand it better.

We tried to answer all the questions you might have regarding our rules and services in plain English, which would make it easier for you to understand.

Please note that these Terms do not apply to our Tutors. If you are a Tutor, please reach out to your Contact Person or send us an email at info@everyday-english.eu to receive a copy of your Tutor Contract.

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1. What is it about?

These General Terms and Conditions (“Terms”) govern the use of the website and the provision of online English tutoring and educational services offered by us, *Everyday English OÜ*, an Estonian private limited company (“osaühing”) with registered address at *Tartu mnt 67/1-13b, Tallinn 10115, Estonia*, registration number: 17468183, email: info@everyday-english.eu (“Company”, “we”, “us”, “our”).

By accessing the website, creating an account, booking a lesson, purchasing a lesson or a package, joining a trial lesson, or otherwise using our services, you agree to these Terms.

If you do not agree to these Terms, please do not use the website or our services as soon as you have been informed of the existence of these conditions.

Nothing in these Terms shall be understood to change your mandatory rights under respective consumer law.

2. What do we do?

Our Company provides you with online English tutoring services, including:

- (a) individual lessons for general everyday English, as well as business and special language English lessons, preparations for exams or English lessons for people with special needs in education;
- (b) group lessons for generally up to five, but temporarily up to six students in a group (*with some exceptions explained below*), both for general English and preparation for exams, for adult students and kids;
- (c) trial lessons for the chance to get a first experience with our Tutors and discuss your needs; and
- (e) a lot of other lessons on different topics and in different formats, from time to time introducing special offers; as well as
- (f) related administrative and support services.

3. What are the general rules about the lessons?

Our Tutors provide lessons through third-party video-conferencing platforms, including mainly Google Meet and Google Classroom, Microsoft Teams, but also when needed Zoom, or another platform chosen by us, based on the alignment of the platform with the needs of a specific class.

Sometimes we may change tutors, class schedules, lesson formats, learning materials, or the platform used for lessons because you asked us to do so or if reasonably necessary for service quality, operational efficiency, technical reasons, or needs of the Tutor.

Unless expressly stated otherwise by us, on the website, or by our Tutors, the Company is the contractual provider of the tutoring services to the student. Tutors may be our employees, self-employed contractors or other external service providers engaged by us. You do not have a Contract with any of the Tutors for any of our services, only with us. It means that your education process is only governed by the rules explained here, and in the terms and conditions listed on the website for the specific service you bought, not any private agreement with the Tutors.

4. Who can be our client?

You must be at least 18 years old and of age of majority in your country to purchase our services (and therefore be part of these Terms) fully yourself.

However, we are also happy to provide our services to children. If the Student is a minor, the booking and payment must be made or explicitly confirmed by a parent or legal guardian, who agrees to these Terms and is responsible for the student's compliance with these Terms. If the student is under the age of 16, we will also need an explicit parental consent for processing of personal data according to GDPR; you can find more on that in our Privacy Policy.

Naturally, to be our client, you must be able to pay for the services via cashless payment methods listed on our website. Please note that we cannot accept cash, crypto or other payment methods not listed on our website. Please never transfer or give any money directly to the Tutors. Such a payment will never be required for provision of our services. You may, however, transfer the payment to the **Company's** corporate bank account mentioned on the invoice if you like.

5. How is a legally binding contract formed?

A contract is formed when we confirm your booking or payment, or when we otherwise accept your order, and you have officially received the confirmation. This means that you are not officially our student and do not have the right to the services until we confirm it.

It means that, unfortunately, sometimes we might have to reject potential students because of lack of availability or other reasons. But don't worry, this clause explicitly does **not** apply to extending a contract, including by purchasing new packages or booking the next lesson, meaning that once you are our student, you can be sure to continue receiving our services, unless either you or we decide to terminate the Contract via regular means.

However, changing from one type of studying format to another (for example, group to individual lessons or vice versa, etc.), as well as booking lessons or buying packages after a trial lesson or after a break longer than one month is considered to be a process of concluding a new contract and not a process of extending an existing contract. It means that unfortunately, sometimes we might not take returning students back due to lack of availability or you will have to be placed in a waiting list before starting (or continuing) lessons.

We will confirm the contract to you on a durable medium, usually via email, within a reasonable time after the contract is concluded.

6. How much does it cost and how to pay?

The prices published on the website are stated in euros unless otherwise indicated.

The price shown at checkout is the total price payable, unless additional charges are expressly stated before you place the order.

Payment must be made in advance unless we agree otherwise in writing.

We may use third-party payment providers. Their terms and conditions may also apply. Please make sure to read and agree with them. If you like, you can always pay with a simple bank transfer via your regular bank, using the Company's account mentioned on the invoice. Let us know that you would like to pay this way by sending a message to info@everyday-english.eu.

Unless provided otherwise in personal agreement or on the website due to special promotions, discounts or fees for additional work, the prices per one lesson are:

For individual lessons:

regular day-to-day English – 25 €,

business English (for work, business, office, interview environment, etc.) – 30 €,

English for exams (IELTS, TOEFL, school exams, etc.) – 30 €,

English under special curriculum (individually developed lessons and lesson plans, requiring special preparation, e.g. English for lawyers, IT-workers, doctors, etc.) – 35 €.

For group lessons:

Regular day-to-day English – 10 €,

English for exams (IELTS, TOEFL, etc.) – 15 €,

English in groups for kids under 16 – 15 €.

Prices are subject to change. Please double-check the price at checkout or with one of our customer service agents.

Payment methods will be listed on the website and are always non-cash and do not involve the tutors or their personal bank accounts.

Please note that using our services you agree that next payment for the services should be reasonably understood as agreement with full satisfaction with provided services, unless stated otherwise in writing. Therefore, please make sure to raise any concerns and claims before continuing education and/or making the next payment, preferably in writing.

7. What are the lessons rules?

7.1 The trial lesson

General

Often, we will offer trial lessons to new prospective students as part of a promotional offer. Trial lessons will usually be offered free of charge, or in cases of a separate agreement (e.g. if longer trial lesson is necessary for a corporate client buying lessons for many employees at once, etc.) at a promotional rate, compared to individual regular day-to-day English lesson. Please note that Trial lessons are always offered as a special promotion, up to our discretion. We reserve the right to terminate the promotion at any time, including for trial lessons that are already booked but have not yet taken place.

The lesson's duration is approximately 20 minutes, but it may be shorter or longer, depending on availability and needs, without creating any additional obligations, breaches or liabilities from your or our side.

A tutor may be changed for the trial lesson without prior notification to you. The tutor you had a trial lesson with will not always be the tutor you will be studying with in the future. A trial lesson is intended for introductory purposes and to assess your needs and level only, so a specific tutor is not of a great importance for it, and the trial lesson does not create any guarantee of future placement, tutor availability, or a specific learning outcome.

Only one trial lesson is available to one person, unless agreed by us otherwise. Abuse of free trial offers, including repeated bookings by the same person or booking a trial lesson at a promotional rate without intention to attend, may result in cancellation of the booking or sometimes the no-show fee.

Cancellation, no-show and rescheduling

If you cannot make it to the trial lesson, please let us know in advance. You can freely change the time of your lesson or cancel it up to 12 hours before the agreed start of the lesson. Approximately within 18 hours before your lesson starts, we will do our best to confirm you indeed intend to attend the promotional trial lesson. Please note that without such a

confirmation from you, the trial lesson will not take place to avoid abuse of the promotional offer. Once you have additionally confirmed the booking before the lesson, via email or phone conversation, you are expected to attend the lesson. In case you do not attend the lesson after confirming the booking via email or phone call, a no-show fee set at the amount of the full cheapest regular lesson price (meaning, a full amount of the regular generally offered lesson price without considering any discounted, promotion rates, or individual agreements) will be charged to your account. At the time these Terms and Conditions were last updated, the lowest price is the one set for a regular day-to-day English group lesson. Therefore, the no-show fee for the trial lesson is set at 10 €.

Force major: if you are in an unpredictable situation above your control (e.g. region-wide Internet black-out, severe weather, medical emergency, etc.), you will not be charged for the no-show fee. Please note that we might request confirmation, and it is generally your obligation to prove that force major was indeed present.

A regular sickness, such as cold, qualifies for the force-major exception only if you notify us of it as soon as you become aware of it without an unreasonable delay. A no-show in case of regular cold is therefore generally impossible to be qualified under this exception.

If we have to cancel the trial lesson due to any reason on our end, we will do our best to offer you a new time as soon as possible.

7.2 Individual lesson

General

Individual lessons are best for students who struggle with grammar, have to prepare for a specific situation (exam, special words needed, etc.) and it gives you the full attention of the tutor for the whole duration of the lesson.

One individual lesson is 50 minutes. It may be extended slightly if the Tutor's time allows it without an additional fee for you. Special lessons are available for children of young age.

While we try to maintain the highest quality and individualised study plan for each and every of our students, individual lessons have four different types: day-to-day English (general, non-specific curriculum, tailored to a reasonable extent for each student), business English (special business curriculum), exam English (special curriculum for preparation to a school or other exam (e.g. IELTS, TOEFL, etc.), and special English (a fully new curriculum designed for a specific student from the beginning, for students that need specific lessons, e.g. for law or IT-related language).

Each lesson has its own specifications and necessary workload for the Tutor. Based on the necessary work of the Tutor as part of preparation for the lessons (e.g. developing new curriculum, designing new tasks, explaining more complicated topics), as well as necessary skills and experience of the Tutor, the prices per different lesson types shall be different.

You may not intentionally try to hide the actual reason for your lessons and present the needs as part of day-to-day English (or other type's) scope when you know that they are not. In case of doubt which lesson group your needs correspond to, we reserve the sole right to make the decision after consulting with you and the Tutor further.

If your needs change during your education process, the fee may be adjusted (increased or decreased) to account for more or less work for the Tutor. You will be notified of this separately and will have the right to stop the education immediately or adjust your requests for the Tutor. Fee adjustment will always be made with effect for the future and not retrospectively. If you paid for a package, the amount corresponding to non-used lessons will be refunded to you, and you will have to purchase the lessons again using the new type of lesson.

Cancellation, no-show and rescheduling

You may cancel a lesson free of charge if you do so 24 hours before the start of the planned lesson. In this case, no fee will be charged.

Similarly, you may reschedule a lesson free of charge if you do so 24 hours before start of the lesson, subject to Tutor's availability and your package limitations. If you want to reschedule a lesson less than 24 hours in advance, you will have to contact your Tutor or our support team to do so, because the online rescheduling option at the website will be closed by that time. We might be able to reschedule the lesson free of charge, subject to Tutor's agreement and availability, as well as your package conditions.

If you cancel a lesson less than 24 hours before its start, we will charge you for the lesson as if it was conducted. Please do your best to avoid these situations, as they are considered disrespectful for our Tutors, who have already started preparing specifically for your lesson.

The no-show fee is 100% of the lesson price. Please note that a no-show, especially repeated, is a valid reason to terminate the contract from our side.

Force major: if you are in an unpredictable situation above your control (e.g. region-wide Internet black-out, severe weather, medical emergency, etc.), you will not be charged for cancellation of the lesson less than 24 hours in advance or for the no-show fee. Please note that we might request confirmation, and it is generally your obligation to prove that force major was indeed present and inform us of such a force-major as soon as possible, considering the force-major.

A regular sickness, such as cold, qualifies for the force-major exception only if you notify us of it as soon as you become aware of it without an unreasonable delay. A no-show in case of regular cold is therefore generally impossible to be qualified under this exception.

If the lesson has to be cancelled due to any issues on our end or your Tutor's personal reasons, we will do our best to find a solution immediately, e.g. using other means of communication or providing you with the option of a substitute Tutor. In case the lesson does

not take place, you will be refunded the price paid for the lesson or will be offered to select a new time free of charge.

7.3. Group lessons

General

Group lessons are a great opportunity to have English lessons at a lower cost compared to the individual lessons, especially if you want to get rid of the fear of speaking and gain more confidence with fellow students. Our Tutors will still do their best to give enough attention to each and every student and will adjust the curriculum to a reasonable extent for each and every group and student therein.

One group lesson is 50 minutes. It may be extended slightly if Tutor's time allows it without an additional fee for you. Special group lessons are available for children of young age.

While we try to maintain the highest quality and individualised study plan for each and every of our students and groups, the lessons have three different types: day-to-day English group (general, non-specific curriculum, tailored to a reasonable extent for each student and each group), kids English group (special curriculum designed for the needs of children), exam English (special curriculum for preparation to a school or other exam (e.g. IELTS, TOEFL, etc)).

Each group type has its own specifications and necessary workload for the tutor. Based on the necessary work of the Tutor as part of preparation for the lessons (e.g. developing new curriculum, designing new tasks, explaining more complicated topics), as well as necessary skills and experience of the Tutor, the prices per different group types shall be different.

If your needs change, you may switch from one group to another when your current package runs out, subject to availability. The prices may change due to this.

We will do our best to ensure that each group has from three up to five students, but sometimes we might need to temporarily put maximum of six students in a group, until we figure out the efficient separation of the group into two separate groups without any severe disadvantage to the learning process. In case of an exceptional situation (availability, exclusive skills, etc. of the Tutor, high demand, etc.), we might put more than five students in one group permanently if all students agree.

The lessons for group lessons may be bought only as a package, unless explicitly agreed otherwise.

Cancellation, no-show and rescheduling

Our groups are intentionally kept small to ensure each student has enough attention from the Tutor and to let you build closer relationships with your fellow students, so please make sure to avoid skipping lessons.

If you need to cancel a lesson, please make sure to do so 24 hours before the lesson starts to avoid a fee. Using this way, you may cancel no more than: one lesson in a month for one-lesson-a-week group, three lessons in a month for two-lesson-a-week group, five lessons a month for three-lesson-a-week group, – without a fee. If you cancel a lesson less than 24 hours before the start or if you cancel a lesson after reaching the monthly cancellation limit for the respective month, the lesson will be charged as for a fully conducted lesson, but it will still count towards the monthly cancellation limit where applicable. Please note that this rule is created in order to ensure students attend the lessons as much as possible. In case of a force-major, force-major rules apply and the lessons cancelled under those rules do not count towards the limit.

Rescheduling a group lesson is generally impossible, unless specifically agreed with the tutor and all of the other students in the group.

No-show fee is always charged at 100% of the lesson price, and such a skipped lesson also counts towards the monthly cancellation limit. Please note that no-show, especially repeated, is a valid reason to terminate the contract from our side.

Force major: if you are in an unpredictable situation above your control (e.g. region-wide Internet black-out, severe weather, medical emergency, etc.), you will not be charged for cancellation of the lesson less than 24 hours in advance or for the no-show fee, including when you have already reached the monthly cancellation limit for the respective month. Please note that we might request confirmation, and it is generally your obligation to prove that force major was indeed present and inform us of such a force-major as soon as possible, considering the force-major.

A regular sickness, such as cold, qualifies for the force-major exception only if you notify us of it as soon as you become aware of it without an unreasonable delay. A no-show in case of regular cold is therefore generally impossible to be qualified under this exception.

If the lesson has to be cancelled due to any issues on our end or your Tutor's personal reasons, we will do our best to find a solution immediately, e.g. using other means of communication or providing you with the option of a substitute Tutor. In case the lesson does not take place, you will be refunded the price paid for the lesson or will be offered to credit the lesson towards your next package payment.

8. What about lesson packages?

Lessons and lesson packages may be sold as single lessons, bundles, or subscriptions, as described at the time of purchase, on the website and in respective applicable terms and conditions. Please note that for most packages, especially for individual lessons, minimum of one lesson per week applies. The rule is practically applied in a limit of duration of the package: for example, a five-lessons pack will be valid for five weeks from the moment of purchase. For larger packs, we will try to include buffer weeks, meaning that it will be valid for more weeks than there are lessons to account for unexpected situations (note that no-show and cancellation rules apply). If a lesson cannot be attended due to a force major, you will not

be charged for this lesson, either bought separately, via subscription or in a pack (for more details see cancelation and no-show section for each lesson type). Where necessary, the package duration will be extended by one week, the amount will be credited towards the next package, or a refund will be processed.

9. Will the lessons be recorded?

Lessons are not recorded by default. However, in order to ensure high quality standards of our services, lessons may be recorded by us for our own use, limited to quality assurance, complaint handling, training, safeguarding, or dispute resolution. The recordings will not be provided to third parties but may be provided, only to the extent necessary, to our tutors.

You will be informed about the recording at the latest when the lesson which is to be recorded starts. In case of a lesson with students under the age of 16, a parent will have to sign a consent form in advance.

Please note that we never create the recordings of the lessons for private, commercial or unlawful use or to be shown to third parties. Where necessary, the recording can be shown to a Tutor in part which is necessary for quality control or training. The recordings can be shown to the court and to other persons required by law or judicial warrant.

The recordings, unless necessary for dispute resolutions, ongoing long quality control case or requested by you (or one or more of the students in the group lesson), will be kept by the Company for a period of no longer than one month, unless provided otherwise by law. As soon as the Company no longer needs the recording or no longer must keep it for legal reasons, we will delete the recording in full and permanently. Please therefore note that any concerns regarding a specific lesson, which was recorded, should be brought to us as soon as possible, to ensure that the recording is still available for easier and fairer dispute resolution.

A student may request that a lesson is recorded. In case of an individual lesson, such request can be made at the latest at the beginning of a lesson to be recorded. In case of a group lesson, such request should be sent to the email info@everyday-english.eu well in advance.

However, you yourself must never record, screenshot, livestream, or distribute any lesson, Tutor image, audio, video, chat, or materials, or part of it, without our prior written consent and, where required, the consent of the Tutor and other participants. No assumed consent can be presumed during our lessons.

10. What about the content, materials, and intellectual property?

All course structures, lesson materials, videos, worksheets, website content, trademarks, logos, and other intellectual property used by us remain our property or the property of our licensors.

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use materials solely for your personal learning purposes with our company.

You must not reproduce, resell, publish, or distribute our materials without prior written permission from us or our licensors.

11. Are there any guarantees?

We will use reasonable care and skill in delivering our services.

Unfortunately, we cannot and therefore do not guarantee that you will achieve a specific result, exam score, language level, job outcome, visa outcome, or other personal outcome, most importantly because you are responsible for your own study effort, attendance, equipment, internet connection, and ability to join online lessons.

12. Consumer withdrawal right

If you are a consumer, you have a statutory right to withdraw from a distance contract within 14 days without giving any reason.

If you request that lessons begin during the withdrawal period, you acknowledge that:

- (a) you will be liable to pay for services already supplied up to the time you notify us of withdrawal; and
- (b) for fully performed services, the right of withdrawal may be lost where the applicable legal conditions are met.

To exercise your withdrawal right, you may send us a clear statement by email to info@everyday-english.eu or by complete the contact form at our website. You may use the model withdrawal form, but it is not mandatory.

13. Data protection

We process personal data in accordance with applicable data protection law, including the GDPR.

Further details about the categories of personal data, purposes of processing, legal bases, retention periods, recipients, transfers, and your rights are set out in our Privacy Policy.

You agree that we may contact you by email, messaging platforms, or other reasonable channels for booking, lesson administration, service updates, and customer support.

14. Third-party platforms and services

Our services rely on third-party tools, including video-conferencing software, scheduling tools, payment processors, email providers, cloud storage, and analytics providers.

Their own terms and privacy notices may apply to your use of those services.

We are not responsible for failures caused solely by third-party services beyond our reasonable control.

15. How to suspend and terminate the services?

We may suspend or terminate your access to the services with immediate effect if:

- (a) you materially breach these Terms;
- (b) you fail to pay amounts due;
- (c) we see that further lessons will unfortunately not yield desired results for you;
- (d) we no longer have availability for you, for example if the tutor leaves; or
- (e) we are required to do so by law.

You may stop using the services at any time, subject to any prepaid lesson terms, cancellation and no-show rules, and statutory rights.

16. Changes to the Terms

We will update these Terms from time to time.

The updated Terms will apply from the date stated on the website or, where applicable, in our notice to you.

If you continue using the services after the updated Terms take effect, you accept the updated Terms. If update changes the Terms significantly, you can terminate the Contract and receive a full refund of unused services, regardless of the cancellation rules.

17. What is the governing law and dispute resolution?

These and other our Terms are governed by the law of Germany, without prejudice to any mandatory consumer protection rules that may apply in the consumer's country of residence under applicable law.

The courts of Düsseldorf, Germany shall have jurisdiction, subject to any mandatory consumer jurisdiction rules.

We will try to resolve disputes amicably first. You may contact us at info@everyday-english.eu with any complaint.

18. Contact

Company: Everyday English OÜ

Registry code: 17468183

Registered office: Tartu mnt 67/1-13b, Tallinn 10115, Estonia

Email: info@everyday-english.eu

Phone: +372 5323 9252

Website: www.everyday-english.eu

19. Final provisions

If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in force, and the Terms are deemed to have been amended in a way to have the provisions enforceable to the extent allowed by any applicable laws.

No waiver of any right is effective unless made in writing or as otherwise required by law.

These General Terms, the Privacy Policy, Cookie Notice, each individual services' terms and conditions including cancellation and payment conditions where applicable, pricing page, and booking confirmation, form the full agreement between you and us regarding the services.