

*Updated: November 14, 2023*

## **PREPLY REFUND AND PAYMENT POLICY**

Your purchase of and payment for lessons/group classes shall be regulated by this Refund and Payment Policy.

PLEASE READ IT CAREFULLY BEFORE MAKING A PAYMENT AS IT DETERMINES YOUR RIGHTS WITH REGARD TO YOUR PURCHASES, INCLUDING ESSENTIAL RESTRICTIONS AND EXCLUSIONS.

Preply strives to ensure a clear understanding of financial relations between Students and Tutors with respect to the services we provide. This policy applies to all services and features made available through the Website and any related Preply mobile device application (collectively, the “**Preply Platform**”). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in [Preply Terms of Service](#).

### **Tutor-Student Transactions**

Preply facilitates contracts between Users (Students and Tutors) by supplying a platform to request, deliver and pay for tutoring services. Preply is only a platform and in no event shall be a party to any contracts between Tutors and Students, or be responsible for any other service or materials provided by a Tutor. Preply will in no way be responsible for monitoring any transactions between Students and Tutors.

### **Billing Currency and Foreign Exchange Risk**

Payment transactions will be processed in one of the available currencies as shown at checkout. Currently, the currencies available to make payments are USD, EUR, and GBP.

For your convenience prices may also be shown in your local currency other than USD, EUR, and GBP. In this case, the payment transactions will be processed in USD. The prices you see in currencies other than USD, EUR, or GBP are indicative (for guidance only).

Note that if your selected currency is (a) other than USD, EUR, GBP, or (b) different from your payment method’s billing currency, your payment may be processed outside of your country of residence. As a result, certain fees may apply, such as international transaction fees and foreign exchange fees, and the amount listed on your bank statement may be different from the amount shown at checkout.

Preply shall not be responsible for any such fees and currency fluctuations and Preply hereby disclaims all liability in that regard.

We suggest you contact your bank or credit card company if you have any questions about the fees or the applicable exchange rates.

### **Preply Commission**

We charge a service fee to the Tutors for the use of our services (“Preply Commission”). Preply Commission is charged on each lesson conducted by the Tutor at the rate indicated on the Preply Platform. Preply reserves the right to change Preply Commission at any time and will notify the Tutors of any fee changes before they become effective.

### **Processing Fee**

Preply charges the Students a processing fee for the use of the Preply Platform. The processing fee will be applied to each purchase made on the Preply Platform and shall be equal to 5% of the total purchase amount, but in no event shall exceed \$10 USD. The applicable processing fee will be displayed at checkout.

Notwithstanding the foregoing, Preply may change the fees for your use of the Preply Platform for promotional offers or new products, and such changes will be effective when posted on the Website or as communicated via email correspondence.

### **The processing fee is non-refundable.**

We reserve the right to change the processing fee at any time and will provide the Students with notice of any fee changes before they become effective.

### **Refunds**

You are required to send your refund request to [support@preply.com](mailto:support@preply.com).

If there are extenuating circumstances that caused you to miss the lesson/group class or cancel it at short notice, these refunds can be made at the Tutor's discretion, but the Tutor is not obligated to do so.

Preply is not responsible for any kind of fee charged by banks or third-party payment processors, and will not cover it when initiating a refund.

In case you choose a refund option, its speed and the availability of refunded funds on your bank account will depend solely on the terms and policies of your bank. The exact refund amount will depend on the USD to your payment method's currency exchange rate valid at the date the refund is initiated.

You may receive only one refund per request.

No refund will be issued if the User has lost and/or forgotten their login credentials (username and passwords), which has resulted in the loss of data, temporary loss of access to the User's account, or any other inconveniences for the User.

No refund will be issued in case the User has lost connection due to the absence of Internet access, factory reset, or updates.

In case you failed to submit a refund request within the stated period, you can still request us to return the credits to your Preply account balance. Such credits may subsequently be used to schedule lessons/group classes with any other Tutor.

### **Refund Procedure**

To request a refund, please email [support@preply.com](mailto:support@preply.com) with the following information:

- Date and time of the lesson
- Reason for requested refund
- Name of your Tutor

The refund decision shall be made within 30 calendar days.

To the fullest extent permitted by law, any refunds at any time are at our sole discretion.

### **(1) Lessons Packages**

If the trial lesson didn't take place, you can request (a) a free trial lesson with another Tutor that you'll choose on the Preply Platform; or (b) a refund of the payment in accordance with the refund procedure described herein.

In case your scheduled trial lesson didn't take place but was accidentally confirmed, you can request (a) the transfer of credits to another Tutor; or (b) a refund of the payment in accordance with the refund procedure described herein.

The refund option is available only within 90 days from the date you made the payment. Preply is not responsible for any kind of fee charged by banks or third-party payment processors, and will not cover it when initiating a refund.

### **(2) Subscription**

The refund policy for subscriptions is outlined [Preply Subscription Services Term](#).

### **(3) Group Classes**

If the group class was canceled up to 12 hours before the scheduled start time and the new start date does not work for you you may join another available group class or request a refund of the corresponding payment.

If One-time Group Class does not take place due to Preply's or Tutor's fault, you may request a refund.

Preply does not provide refunds for any purchased Group Course.

### **Chargebacks**

In the event of a chargeback by banks or third-party payment processors in connection with your purchase of any lesson/group class, you agree that we may suspend access to any and all accounts you have with us.

Fees and expenses, incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a third-party payment processor, shall be covered by you.

### **Expired Account**

In case you haven't logged into your Preply account for more than 180 days, your account will be suspended and your remaining balance will expire.

### **Deletion of an Account**

If you decide to delete your Preply account, your remaining balance will expire.

In case Preply suspends or terminates your account due to the breach of any of our policies, you understand and agree that you shall receive no refund or compensation for any unused balance or scheduled lessons/classes.

### **Payment Services**

Payment processing on the Preply Platform is provided by third-party payment processors including, but not limited to Braintree, Stripe, PayPal, Skrill, Payoneer, and Wise, allowing us to (a) bill the Students in lieu of directly processing the credit/debit card information; and (b) enable payouts to the Tutors.

For the avoidance of doubt, payment made by the Student to Preply shall satisfy the Student's obligation with respect to the payment to the Tutor for the tutoring services provided via the Preply Platform.

We use an integrated iframe for checkouts from third-party payment processors, and Tutors get payment for each confirmed lesson/group class. Correspondingly all transactions are secured as third-party payment processors use SSL encryption protection.

### **Data Provided by You**

You agree and understand that the billing information, which you provide to make payment for lessons/group classes via the Preply Platform, is processed by third-party payment processors only. Preply does not collect, store or otherwise process your billing information.

You agree that Preply will not be responsible for any failures of the third party to protect such information adequately. The processing of payments will be subject to the terms, conditions, and privacy policies of third-party payment processors in addition to this policy.

You acknowledge that we may change third-party payment processors and require them to transfer your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

### **Payments**

Payment methods available on the Preply Platform are as follows:

- Visa/Mastercard
- PayPal
- Apple Pay
- Google Pay

All payments for the use of the Preply Platform and the tutoring services shall be made through the Preply Platform.

Students are liable for all transaction fees related to the payments for the use of the Preply Platform and the tutoring services.

### **Payouts**

Tutors get payments for each confirmed lesson/group class. To receive the payment, Tutors should use one of the third-party payment processors available on the Preply Platform for the secured transactions.

Please note that third-party payment processors charge a fee for every transaction. Such transaction fees shall be deducted from the respective payout amount and will be displayed within the Preply Platform functionality.

If you are an EU tax resident, to be able to withdraw money from your Preply Tutor account, you must provide us with your tax information annually, as required according to Amending Directive (EU) 2021/514 (DAC7 Directive).

### **Auto Refills**

When you purchase a package of hours on the Preply Platform you may be charged on a recurring basis (“Auto Refill”). When you have one or fewer hours left with the Tutor, the same package of hours as previously bought by you will be added to your account balance by charging your saved payment method.

Auto Refill may be canceled at any time. Auto Refill settings may also be changed. You may choose the number of hours you wish to be automatically refilled for each Tutor by changing these settings in the “Payment methods” section of your account settings.

**For more information on the subscription auto-renewals, please see [Preply Subscription Services Terms](#).**

### **Other**

Preply is not a bank or any type of financial institution and does not provide any financial services or advice. Any payments made via the Preply Platform are made solely for the purpose of access, facilitation, and delivery of the tutoring services between Students and Tutors. Such payments may not be made and used for any fraudulent, criminal or illegal activity as defined by the law.