



SCOLINGO TERMS OF SERVICE

Before accessing or using the Scolingo platform (hereinafter, the “Platform”) and/or the services provided through the Platform, you are required to carefully read these Terms of Service (hereinafter, the “Terms”). The platform is available at <https://scolingo.com> and is operated by Katalist doo.

If you do not agree with any part of these Terms, you are not permitted to access or use the Platform.

1. GENERAL PROVISIONS

1.1. Terms of Use of the Platform

These Terms of Service constitute the rules and conditions under which you may access and use the website available at www.scolingo.com, together with its subdomains (hereinafter: the “Website”), as well as the mobile application and software (collectively referred to as the “Scolingo Platform”).

In addition to these Terms, your use of the Services is also governed by any other rules or policies published on the Website or otherwise made available to you.

A legally binding agreement between you and Scolingo is formed upon the creation of a user account on the Platform. By creating an account, you confirm that you unconditionally accept these Terms. This agreement becomes legally effective as of the date of account creation.

The legal relationship between Scolingo and you as a user or visitor of the Platform is governed by these Terms, together with all legal documents available in the Platform’s Legal Center (Privacy Policy, Cookie Policy, Payment and Refund Policy, etc.).

The Privacy Policy and Cookie Policy govern the collection, use, and disclosure of your personal data.

1.2. Platform Services

You may access the Platform as:

1. **Student** – a registered user who, through the Platform and related tools, seeks online lessons;
2. **Tutor** – a registered user who, through the Platform and related tools, offers online lessons; or
3. **Visitor** – a user who accesses the Platform without registration.

In these Terms, the terms “You” or “Your” shall, depending on the context, refer to a Student, Tutor, or Visitor.

The Platform Services include enabling access to the Platform for Students and Tutors in order to facilitate online lessons, enabling payments between Students and Tutors, and providing customer support. The Platform does not provide language lessons. All services available on the Platform are provided in accordance with the Terms set forth in the Platform's Legal Center.

Users are required to provide, at their own expense, adequate equipment and internet connectivity to access the Platform. We reserve the right to modify or discontinue, temporarily or permanently, the Platform or any part of the Services at any time and for any reason, without prior notice. The Platform may be temporarily unavailable due to maintenance, technical issues, or other circumstances.

From time to time, we may offer third-party services or products, as well as additional offers on the Platform. You acknowledge that the Platform is continuously evolving and that the type and functionality of the Services may change over time without prior notice.

1.3. Amendments to the Terms of Service

These Terms may be amended or updated at any time by publishing the revised version on the Website. In the event of material changes, you will be notified via the Platform or via the email address associated with your account.

The latest version of the Terms will always be available in the Platform's Legal Center. If you do not agree with any updated Terms, you must immediately stop using the Platform and delete your account. Continued use of the Platform after the Terms have been updated shall be deemed your unequivocal acceptance of such updated Terms.

2. OBLIGATIONS

2.1. Eligibility to Use the Platform Services

The Platform Services may be used by persons who are at least 18 years of age and legally capable of entering into binding agreements.

Persons under the age of 18, but not younger than 14, may use the Platform Services only with the consent and under the supervision of a parent or legal guardian, who shall bear full responsibility for all activities conducted by such persons via the Platform.

By accessing the Platform, you confirm that persons under the age of 14 are not permitted to use the Platform Services.

2.2. Identity Verification

The Platform may require Tutors to provide a valid government-issued photo identification document (passport, driver's license, etc.). The Platform may also require Tutors to provide documentation confirming their qualifications (diplomas, certificates, etc.).

Upon successful completion of the identity verification process, a verification badge will be added to the Tutor's profile.

The Platform does not guarantee the accuracy or authenticity of information submitted by Tutors during the verification process.

The Platform is not obligated to verify the identity of every Platform user.

The Platform assumes no responsibility for the conduct of any Platform user or for any damage arising from interactions with other users.

2.3. Verification of Certificates Using Artificial Intelligence

The Teacher agrees that the Platform is entitled to process all diplomas, certificates, and other qualification documents submitted during the application process or throughout the cooperation, by using artificial intelligence-based systems, solely for the purpose of verifying their authenticity, legitimacy, and compliance with the required language proficiency level, including but not limited to CEFR C1 level or its recognized equivalent.

The Platform undertakes to remove, conceal, or anonymize all personal data contained in such documents prior to any such processing, including but not limited to name, surname, photograph, document number, and other identifying data, in order to prevent any misuse of personal data.

The processing by artificial intelligence shall be carried out exclusively for the purpose of technical verification of compliance with educational and language requirements and shall not be used for any other purposes, nor shall the documents be permanently stored within AI systems of the Platform or third parties.

The Teacher acknowledges that such processing is necessary due to the technical impossibility for the Platform to otherwise verify the validity of a large number of certificates issued in different languages, while ensuring the protection of the Teacher's rights and privacy in accordance with applicable data protection regulations.

The use of artificial intelligence for this purpose does not constitute a final or legally binding confirmation of the authenticity of any document, but rather serves as an auxiliary tool in the assessment process of the Teacher's eligibility.

2.4. Privacy

You may use the Platform without identity verification. Access to certain Platform Services may be conditional upon successful completion of the identity verification process.

More detailed information regarding the processing and protection of personal data is available in the Platform's Privacy Policy.

2.5. Payments

Payments through the Platform are processed via third-party payment processors, including but not limited to Stripe (www.stripe.com).

Payment processors enable the Platform to collect payments from Students on behalf of Tutors without directly handling or accessing Students' payment data. Payment processors are also used to disburse funds to Tutors.

Any payment made by a Student to the Platform shall be deemed fulfillment of the Student's payment obligation toward the Tutor.

You are kindly requested to review the payment terms set forth in the Payment and Refund Policy available in the Platform's Legal Center.

Further details regarding payment data security are available in the Privacy Policy.

2.6. Refunds

You are kindly requested to review the Payment and Refund Policy available in the Platform's Legal Center.

3. RIGHTS AND RESTRICTIONS

3.1. Your Right to Use the Scolingo Platform

If you access and use the Platform as a Student, the Platform grants you, under these Terms, a non-transferable, non-exclusive, and limited right to access and use the Platform for personal and non-commercial purposes.

If you access and use the Platform as a Tutor, the Platform grants you, under these Terms, a non-transferable, non-exclusive, and limited right to access and use the Platform for the purpose of providing tutoring services to Students.

You agree that you shall not access, copy, collect, or otherwise obtain any content or information from the Platform by any automated means, including but not limited to scripts, bots, crawlers, or similar technologies. You further agree not to use any other technologies or methods for the purpose of manipulating data or materials on the Platform, unless expressly authorized by the Platform in writing.

You agree not to solicit, request, or engage Tutors for any work, services, or arrangements outside the Platform or outside the intended purpose and scope of the Platform.

Any materials obtained through the use of the Platform may not be copied, reproduced, modified, published, downloaded, uploaded, transmitted, or distributed in any manner or form without the prior written authorization of the Platform.

You may not share, disclose, or transfer your account credentials or any data associated with your account to third parties.

The Platform reserves the right to impose limitations on your access to the Platform, including limitations related to the time of access, the scope of available information, or the devices used to access the Platform, for the purpose of preventing unauthorized use of the Platform and its services.

3.2. User Account

Certain services of the Platform are available only to registered users. In order to become a registered user of the Platform, you must create a user account as a Student or as a Tutor. As a user, you are responsible for all activities carried out through your account, as well as for maintaining the confidentiality and security of your login credentials. If a third party uses your account without your authorization, you are required to notify us without undue delay.

You may not:

- a)** Create more than one account. Each individual who accesses the Platform initially creates a user account in the capacity of a Student. Within such an account, the user may apply to the Platform for obtaining Tutor status. Upon meeting the conditions prescribed by the Platform and approval of the application, the user is entitled to use the Platform, through the same user account, both as a Student and as a Tutor, in accordance with these Terms of Use. The Platform reserves the right, at its sole discretion and without prior notice, to immediately temporarily suspend or permanently deactivate all user accounts of a user that are determined to have been created or used from the same device, as well as to permanently deny the user access to the Platform, if the Platform becomes aware of or reasonably suspects that the user owns or uses more than one user account in violation of these Terms of Use.
- b)** Disclose, share, or make available your account access credentials to third parties;
- c)** Transfer your account to any third party. The Platform shall not be liable for any damage, cost, or loss resulting from your failure to adequately protect your access credentials.

The Platform may collect personal data from you during the creation of your user account. If you use a third-party service to create an account, you consent to the collection of personal data necessary to authenticate your account with such third-party service provider.

You may choose to upload a profile photo for your user account. Uploading a profile photo is not a condition for using the services provided by the Platform. The protection and processing of personal data you share through your account are governed by the Privacy Policy available in the Platform's Legal Center.

When creating a Tutor account, uploading a profile photo and a tutor introduction video is mandatory. Providing additional information on your account may help attract a greater number of Students. The protection and processing of personal data shared through your account are governed by the Privacy Policy available in the Platform's Legal Center.

By accepting these Terms of Use, all Users provide their explicit consent for certain data and information to be publicly displayed on their user profile and made available to other Users of the Platform. Such data includes general information about the User in the capacity of a Student and/or Tutor, including but not limited to: first and last name and/or nickname, time zone, place of residence, profile photo, short biography, reviews of Tutors and/or Students (including reviews submitted by Tutors regarding Students), as well as statistical information related to activities on the Platform, including the total number of completed lessons, Tutors with whom the User has worked, recently completed lessons, and other related information.

Users agree that the above-mentioned data shall be publicly accessible to any other User who views their profile, to the extent and in the manner determined by the Platform.

3.3. Interaction Between Tutors and Students

The Platform does not participate in interactions between Students and Tutors, except where such participation is necessary to ensure compliance with these Terms, to improve the Platform's services, or as otherwise specified in the Payment and Refund Policy.

The only circumstance in which the Platform may participate in resolving a dispute between a Tutor and a Student is where there is a disagreement regarding the outcome of a lesson.

The Platform does not control the services provided by Tutors, nor does it control or verify the reviews and ratings submitted by Students.

3.4. In-Person Lessons and Off-Platform Activities

Lessons that, by mutual agreement between the Student and the Tutor, are conducted in person or outside the digital environment of the Platform, including but not limited to lessons held in public or private premises, as well as so-called “walk and talk” lessons or other off-platform activities, shall not be deemed services organized, provided, or supervised by the Platform.

Such lessons and activities are governed by a separate document entitled “In-Person Lessons and Off-Platform Activities Disclaimer”, which forms an integral part of these Terms of Service and is available in the Platform’s Legal Center.

Participation in such activities is undertaken entirely at the Student’s and the Tutor’s own risk, in accordance with the said Disclaimer.

3.5. Representations and Warranties

Representations Relating to Tutors

If you use the services as a Tutor, you represent and warrant that:

1. You will provide your services in compliance with these Terms and all other policies adopted by the Platform and made available on the Website or communicated to you via email;
2. You will provide your services in compliance with all applicable laws and regulations in force in the jurisdiction in which you offer your services;
3. You are solely responsible and bear full liability for any breach of applicable laws or regulations;
4. You will provide your services with due care and professional diligence;
5. You will provide valid and accurate documentation demonstrating your eligibility to provide services as a Tutor upon request by the Platform;
6. You will not provide tutoring services to Students outside the Platform, nor will you accept payments directly from Students or through any channels not authorized or provided by the Platform;
7. You agree that the Platform may advertise and promote the tutoring services you provide through the Platform without any obligation or compensation owed to you;
8. You agree that the Platform may edit, modify, and publish on social media any videos you have made available on your user account.

Representations Relating to Students

If you use the services as a Student, you represent and warrant that:

1. You will fulfill your obligations toward Tutors arising through the Platform;
2. You will not, in any manner, manipulate or attempt to manipulate the billing, payment, or fee structure of the Platform.

3.5. Tutor Profile Photo and Introductory Video

Tutors agree that the Platform has the right to publish their name, profile photo, and introductory video on social media platforms, video-sharing platforms, and streaming services (including, but not limited to, Facebook, YouTube, Vimeo, etc.). The Platform may use the above-mentioned content for marketing and promotional purposes.

As a Tutor, you may request the removal of your introductory video published on any platform by submitting a request to contact@scolingo.com.

3.6. Tutor Ranking

The Platform uses various criteria to present Tutors to potential Students in the most relevant and effective manner. Such criteria may include, but are not limited to:

- the language the Student is seeking to learn;
- the Student's country of origin;
- the language in which the Student uses the Platform;
- the Student's time zone;
- the availability of open time slots in the Tutor's schedule;
- the Tutor's performance and results in prior engagements;
- the information provided on the Tutor's profile;
- the Tutor's responsiveness to messages;
- reviews and ratings received from previous Students.

3.7. User Complaints

A User who has a complaint regarding the Platform's services may contact the Platform at any time by sending an email to contact@scolingo.com.

The Platform shall provide a response to the complaint no later than 15 days from the date of receipt of the complaint and shall propose the most appropriate resolution where applicable.

3.8. Limitations

By using the Platform's services, you agree to comply with the Platform's User Code of Conduct.

4. PLATFORM CONTENT

Users are entitled to use the Platform Content in accordance with these Terms. Platform Content includes all content created by the Platform and made available to Users through the Platform, including, without limitation, text, images, video content, data, links, and other materials. The Platform reserves the right to modify, update, or remove any Platform Content at any time.

As a User of the Platform, you agree that:

- Platform Content is provided exclusively for your personal use, and you shall not reproduce, copy, distribute, transmit, display, publish, or otherwise make available any part of the Platform Content in any manner;
- Platform Content may not be modified, altered, adapted, or used to create derivative works in any way;
- You are solely responsible for any consequences arising from the infringement of any intellectual property rights, including copyright, resulting from your actions or omissions.

5. USER-GENERATED CONTENT

User-Generated Content refers to all content that you or any other Platform User publish on any part of the Platform or submit to the Platform in any manner.

The Platform is not responsible for the behavior of any User reflected in the content they create and make available on the Platform. The Platform does not perform prior review or moderation of User-Generated Content.

As a Platform User, you are responsible for ensuring that any content you publish or submit to the Platform does not infringe upon the copyrights, related rights, or confidential information of third parties. You are liable for any damages arising from the infringement of intellectual property rights or any other rights of third parties.

The Platform reserves the right to modify, remove, or restrict any content you have published or submitted to the Platform.

If you believe that any of your rights have been violated, please contact us at contact@scolingo.com.

The Platform will respond to your inquiry within 15 days of receipt. The Platform reserves the right to limit or terminate the account of any user who fails to comply with these Terms.

Tutors retain ownership of all materials they create themselves, provided that they agree that the Platform may also use such materials to achieve educational objectives.

6. LINKS TO THIRD-PARTY WEBSITES

The Platform may contain links to websites that are not operated or controlled by the Platform. These links are provided solely as a supplement to the services offered by the Platform. The Platform does not assume any responsibility for the content of any linked website.

Your use of any other website linked from the Platform is subject to that website's own Terms of Use and Privacy Policy. Platform Users access such external websites at their own risk.

7. ADVERTISING

The Platform may display advertisements and promotional content from third parties. Any relationship with advertisers that are not the Platform is strictly a relationship between you and the advertiser, and the Platform shall not be liable for any damages arising from such relationship.

The Platform may also advertise its services on other websites for the purpose of promoting tutoring services.

8. NO WARRANTY

The Platform makes no warranties regarding any third-party products or services offered through the Platform, nor is the Platform affiliated with such third parties.

9. LEGAL RELATIONSHIP BETWEEN SCOLINGO AND USERS

The Platform acts solely as an intermediary between Tutors and Students by providing the technological infrastructure necessary to facilitate tutoring sessions. The Platform does **not** provide tutoring or teaching services itself, nor does it operate as an educational institution.

The Platform is not the employer of any User. Users may use the Platform solely for the purpose of providing or receiving tutoring services in accordance with these Terms.

Accordingly, the Platform cannot be held responsible for any claims related to taxes, contributions, unemployment insurance, work-related injury compensation, wages, or other claims arising from your use of the Platform's services. You agree to indemnify the Platform for any costs it may incur as a result of your failure to comply with applicable tax or other legal obligations.

In all circumstances, when using the Platform, you act independently, as an individual, and not as an employee, agent, partner, or representative of the Platform. You are responsible for any expenses incurred as a result of using the Platform. Users of the Platform are not entitled to participate in any programs intended for the Platform's employees.

Each Tutor is an independent contractor with respect to Students. Accordingly, Tutors independently determine their availability for providing tutoring services. Tutors may, based on their qualifications, determine which methods, materials, and content to use in providing tutoring.

Students are free and responsible for selecting Tutors according to their educational goals. Each Tutor retains the discretion to accept or decline any tutoring request or to continue or terminate a tutoring relationship with any Student.

10. ASSIGNMENT

As a User of the Platform, you may not assign, transfer, or delegate, in whole or in part, any of your rights or obligations arising from these Terms to any third party without the Platform's prior written consent.

11. FEEDBACK

You acknowledge and agree that the Platform may provide you with the opportunity to submit feedback regarding the Platform's services.

By submitting feedback, you shall be deemed to have given your written consent for such feedback to be used for the purpose of improving and enhancing the services. You agree that any feedback is provided voluntarily, without compensation and without creating any obligation on the part of the Platform toward you. You hereby grant the Platform and its legal successors an unrestricted, perpetual, and royalty-free right to use, exploit, and incorporate any ideas, suggestions, or feedback submitted by you for the further development and improvement of the Platform, without any compensation.

12. REVIEWS

You acknowledge and agree that the Platform may calculate your aggregate rating based on comments and ratings submitted by other Users. Tutors acknowledge and agree that they may be reviewed and rated by Students in accordance with criteria determined by the Platform. The Platform does not verify the accuracy or reliability of comments and ratings submitted by Users.

As a User, you may bear legal responsibility if your comments cause any form of damage to other Users or third parties.

Reviews and ratings of Tutors may solely address the manner of lesson delivery and the Tutor's professional conduct in direct interaction with the Student. Any reviews containing hate speech, insults, personal attacks, value judgments, or content related to sexual, religious, racial, political, or other personal characteristics of the Tutor are strictly prohibited.

The Platform reserves the right to remove such content without prior notice and to impose measures against Users who violate these rules, including temporary suspension or permanent termination of the User's account.

Reviews are intended solely to inform other Users about the quality and manner of a Tutor's work.

You agree to promptly report to the Platform any misuse or abuse of the rating and review system by contacting customer support.

13. NOTIFICATIONS

Unless you expressly request otherwise in writing, the Platform will communicate with you as a User via email or through messages sent within the Platform. You acknowledge and agree that such electronic communications satisfy any legal requirements for written form.

Any message shall be deemed duly received at the moment it is sent to the email address associated with your account or delivered through the Platform. You are responsible for ensuring that the email address linked to your account is accurate and up to date, as well as for regularly checking messages on the Platform.

If you fail to respond within eight (8) days to any notice sent by the Platform via email or through the Platform concerning a violation of these Terms, a dispute, or a complaint, the Platform reserves the right to suspend or terminate your account.

All notices addressed to the Platform that have legal effect under these Terms must be delivered to contact@scolingo.com, after which the Platform shall acknowledge receipt thereof. Delivery shall be deemed valid only if you receive a confirmation of receipt of your email.

14. ACCOUNT SUSPENSION

The Platform reserves the right, at its sole discretion, to suspend access to the Platform for any User at any time and for any reason. Users who violate these Terms may have their access permanently disabled in accordance with the Platform's discretionary decision.

The Platform may suspend or permanently disable a Tutor's access to the services:

- immediately and without delay, in the event of a breach of these Terms or the User Code of Conduct, which shall constitute a material breach of the agreement;
- for other reasons, including but not limited to document falsification, fraud, threats or intimidation, sexual or other forms of harassment;
- for any other reason, upon prior written notice of thirty (30) days.

The Platform shall not be liable to Users or third parties for any modification, suspension, or discontinuation of the services.

15. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights related to the Platform, including but not limited to all visual elements, materials, content, and information published on the Website, are the exclusive property of Scolingo. Any copying, duplication, reproduction, or other use of any part of the Platform or its content is strictly prohibited without prior authorization.

All content available on the Platform is the exclusive property of the Platform and is protected against unauthorized copying, reproduction, distribution, and any other form of use in accordance with the Copyright and Related Rights Act of the Republic of Serbia, applicable international conventions, and other laws and regulations governing intellectual property rights.

16. COPYRIGHT AND RELATED RIGHTS INFRINGEMENT

The Platform is committed to protecting the rights of copyright and related rights holders. If you believe that any content available on the Platform infringes your intellectual property rights in any manner, please contact us without delay at contact@scolingo.com, providing evidence that you are the holder of the relevant rights.

The Platform reserves the right to restrict access to the services or to suspend or terminate the account of any User who infringes the intellectual property rights of other Users or third parties.

17. CONFIDENTIALITY

In the course of using the services, you may gain access to or become aware of data and information that is not publicly available and that relates to the business operations of the Platform, its affiliated entities, or other Users of the Platform. Such information may include, without limitation, personal data, technical solutions, contractual relationships, products and services, software structures, pricing policies, marketing strategies, as well as other information which, by its nature or the circumstances under which it is obtained, has a confidential character (hereinafter: “**Confidential Information**”).

You undertake not to disclose Confidential Information to any third party, nor to use such information for any purpose other than those directly related to the exercise of rights and fulfillment of obligations under these Terms. Ownership of, and all rights and entitlements relating to, the Confidential Information shall at all times remain with Scolingo, its affiliated entities, or the Users to whom such information relates.

18. DISCLAIMER OF WARRANTIES

By using the Platform, you acknowledge and agree that you use all services at your own risk. The Platform does not act as a party to any relationships established between Users of the Platform and assumes no responsibility for any communication, cooperation, exchange, payments, or other legal or factual relationships that you may enter into with other persons, including Students and Tutors, whether such relationships are formed directly through the Platform, via linked websites, or through advertising content. All matters relating to the provision of services, delivery of goods, warranties, data protection, privacy, or advertising are exclusively matters between you and the relevant third parties.

The Platform shall not be liable for any damage, loss, or consequences arising from reliance on information, data, advice, opinions, or other content made available through the Platform. You are solely responsible for verifying the relevance, accuracy, and usability of such content.

The Platform, together with all its functionalities, texts, visual elements, and other components, is provided “as is” and “as available”, without any representations or warranties of any kind. Certain content originates from Tutors or other Users and is not subject to prior verification by Scolingo. Any use of tutoring services, advertisements, or other information available through the Platform is undertaken at your sole discretion and responsibility, without any guarantee as to outcomes or results.

Neither Scolingo, nor its affiliated entities or licensors, makes any representations or warranties, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. Without limiting the foregoing, the Platform does not warrant that the content will be error-free, that the services will operate uninterrupted, secure, or free from defects, that technical issues will be resolved, or that the Platform or the infrastructure through which it is made available will be free from harmful components or other risks.

Scolingo assumes no responsibility for the conduct of Users, whether such conduct occurs online or offline.

The selection of a Tutor and the terms of cooperation with such Tutor are entirely within the discretion of the Student, regardless of any tools or features the Platform may offer to facilitate selection. The Platform does not recommend Tutors, does not guarantee quality, and assumes no responsibility for any services or products obtained by a Student, nor does it make any representations regarding the competence, qualifications, registration, or licenses of Tutors.

Any claims, disputes, or disagreements that may arise between Users shall be resolved exclusively between the Users themselves. The Platform expressly disclaims any liability in connection with such disputes and has no obligation to participate therein, although it may, at its sole discretion, provide technical or organizational support to facilitate their resolution.

19. LIABILITY AND LIMITATION OF LIABILITY

19.1. Disclaimer of Liability

By accessing or using the Platform, you acknowledge and agree that the Platform, its affiliated entities, and its licensors shall under no circumstances be held liable for any consequences arising out of or in connection with your access to, use of, or inability to use the Platform. This applies to any type of damage whatsoever, regardless of its nature or extent, including but not limited to loss of profits, business opportunities, data, time, functionality, or the cost of obtaining substitute products or services, irrespective of whether such claims are based on contract, tort, statutory provisions, or any other legal theory.

The foregoing applies equally to damages resulting from unauthorized access, improper use of the Platform, or reliance on any part thereof or its content, even if the Platform has been advised of the possibility of such damages.

19.2. Limitation of Liability

To the extent that the Platform may nevertheless be found liable for any reason whatsoever, you agree that the total cumulative liability of the Platform towards you shall not exceed the amount actually paid by you to the Platform for the use of the Services during the ninety (90) days immediately preceding the event giving rise to the claim.

20. EXCEPTIONS

Certain legal systems do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the

liability limitations set forth above may not apply to you to the extent that such limitations are expressly prohibited by applicable law.

21. INTERNATIONAL USE

The Platform may be accessible to users outside the territory of the Republic of Serbia. Certain content, services, or products presented on the Platform may be intended exclusively for the market of the Republic of Serbia, and any reference thereto shall not be construed as an obligation or guarantee of availability in other jurisdictions.

Users accessing the Platform from outside the Republic of Serbia do so at their own initiative and responsibility and are required to comply with all applicable laws and regulations of the jurisdiction from which they access the Platform. The Platform makes no representations and assumes no responsibility regarding the legality, availability, or appropriateness of the Platform's content for use outside the Republic of Serbia.

22. INDEMNIFICATION

By using the Services, you agree to assume full responsibility and to indemnify, defend, and hold harmless the Platform, together with all related legal and natural persons, including but not limited to affiliated companies, members of governing bodies, officers, shareholders, representatives, business partners, licensors, suppliers, employees, and other engaged parties, from and against any and all claims, demands, losses, liabilities, damages, and expenses, including reasonable attorneys' fees, arising out of or related to any third-party claims resulting from your use of the Services.

You further agree to provide, upon request, all necessary cooperation in the defense of such claims. The Platform reserves the right, at its own expense, to assume full control over the defense and conduct of any matter subject to indemnification by the User. In such cases, the User shall not enter into any settlement, waive any claim, or otherwise dispose of the dispute on behalf of the Platform without the Platform's prior written consent.

In the event of any disagreement, dispute, or claim between Users, you acknowledge and agree that the Platform bears no responsibility whatsoever in relation thereto and you hereby irrevocably waive any present or future claims, demands, or rights to compensation, whether material or non-material, regardless of their legal basis, arising out of or in connection with relationships between Users.

23. NON-SOLICITATION AND USER CONTACT PROHIBITION

The Services may not be used as a means to redirect or solicit Users to other business ventures, websites, platforms, or services that are not part of the Platform. Any offers, promotions, advertisements, or any direct or indirect communication with Users for the purpose of employment, engagement, business cooperation, or any other purpose not directly related to the functionalities and Services provided by the Platform are strictly prohibited unless prior explicit written consent of the Platform has been obtained.

Furthermore, without the prior written approval of the Platform, the collection, recording, processing, or use of usernames, email addresses, or other contact information of Users, whether by electronic or other technical or non-technical means, is strictly prohibited.

24. ENTIRE AGREEMENT AND SEVERABILITY

These Terms, together with any amendments thereto, constitute the entire agreement between you as a User and the Platform.

If any provision of these Terms is held to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions.

25. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the applicable laws of the Republic of Serbia. Any disputes, controversies, or claims arising out of or in connection with these Terms, including questions regarding their existence, validity, interpretation, or termination, shall fall under the exclusive jurisdiction of the competent courts in the city of Niš, Republic of Serbia.

26. CONTACT

For any additional information, clarification, or questions regarding these Terms, you may contact the Platform via email at: **contact@scolingo.com**.

This Terms of Service shall enter into force on the date 11 february 2026 and shall remain in effect until amended or withdrawn in accordance with the Terms of Service.

Version 1.0