

TERMS OF USE

1. INTRODUCTION

Welcome to Cobaye Languages (“Platform”). By creating an account, accessing or using any of our services (including recorded lessons, live video-call classes, chat system and interactive lessons), you fully agree to these Terms of Use (“Terms”). If you do not agree, please do not use the Platform.

Last updated: June 1, 2025.

2. DEFINITIONS

User: an individual or legal entity that creates an Account to access the Platform.

Account: an individual registration that allows access to the Services.

Services: all resources offered, including access to recorded lessons, live video calls, chat and interactive lessons.

Subscription/Payment: the amount paid to access the paid Services.

User Content: any material sent or published by the User on the Platform (messages, audio, video, files, etc.).

3. ACCEPTANCE OF THE TERMS

By clicking “Create account”, “Subscribe”, “Log in” or a similar action, you confirm that you have read, understood and accepted these Terms as well as the Privacy Policy. If you are acting on behalf of a company or institution, you declare that you have the authority to do so.

4. USER ACCOUNT AND REGISTRATION

Minimum age: 18 years old. Minors under 18 may only sign up with the consent of a legal guardian.

Truthful information: you agree to provide accurate, complete and up-to-date data. False information may result in suspension or termination of the Account.

Account security: you are responsible for keeping your credentials confidential and for all activities carried out in your Account. Notify us immediately of any unauthorized use.

5. PLANS, PAYMENT AND RENEWAL

Plans: we offer paid plans only (Subscriptions). Descriptions, prices and terms are displayed on the pricing page.

Payment: processed via third-party providers (e.g., Stripe, PayPal or domestic acquirer). By providing payment data, you warrant that you are authorized to use them.

Automatic renewal: unless you cancel before the end of the cycle, the Subscription will be automatically renewed for the same period and prevailing price.

Cancellation: a cancellation request must be made exclusively via the support chat. Cancellations requested up to 6 (six) hours before the start of the next class/renewal entitle you to rescheduling. Cancellations within less than 6 (six) hours do not entitle you to rescheduling or refund.

Refunds: we observe Article 49 of the Brazilian Consumer Defense Code (right of withdrawal within 7 calendar days after online contracting). After this period, refunds are evaluated case by case.

6. USE OF THE PLATFORM

Educational purpose: the Platform is intended exclusively for language learning. Any other use may result in suspension.

Access limit: access is individual, personal and non-transferable. Account sharing is prohibited.

Availability: we use commercially reasonable efforts to keep the Services operational 24/7; interruptions may occur for maintenance or events beyond our control.

7. RECORDED LESSONS AND ON-DEMAND CONTENT

Viewing license: your Subscription grants a limited, non-exclusive and non-transferable license to watch recorded lessons for personal and non-commercial purposes.

Unauthorized download prohibition: except through an official offline download tool (if provided), it is forbidden to download, record, distribute or republish the Content.

8. LIVE VIDEO CALLS

Scheduling: live classes must be scheduled according to teacher availability and time zone.

Punctuality: delays longer than 15 minutes may result in a lost class with no right to make-up.

Class duration: defined according to the plan agreed between the student and the teacher.

Recording: by default, video calls may be recorded for pedagogical and security purposes. You will be informed and may opt to disable your camera.

Appropriate behavior: it is forbidden to

- use offensive language;
- record without the consent of other participants;
- share illegal or copyright-protected content.

9. CHAT SYSTEM

Moderation: messages may be monitored to ensure compliance with the Code of Conduct.

Confidentiality: avoid sharing sensitive personal data. We are not responsible for information voluntarily disclosed.

Spam and advertising: it is forbidden to use the chat for third-party commercial purposes.

10. INTERACTIVE LESSONS

Progress: your performance may be stored to track learning metrics.

Third-party content: some lessons use licensed materials from partners, subject to specific terms.

11. INTELLECTUAL PROPERTY RIGHTS

Our property: all software, texts, videos, graphics and trademarks belong to the Platform or licensors. No rights are transferred beyond those provided in these Terms.

Your property: you retain the rights to User Content, but grant a worldwide, non-exclusive, royalty-free and irrevocable license to store, reproduce, distribute and display such content on the Platform.

12. PRIVACY POLICY AND LGPD

Data collection: we collect information provided by the User, usage data, cookies and metadata.

Purposes: to provide and improve the Services, support, security, marketing and compliance with legal obligations.

Sharing: only with essential partners (payment processors, hosting, video-call providers) and authorities when required.

Data subject rights: access, correction, portability, anonymization, consent withdrawal, deletion and information on sharing.

Data Protection Officer (DPO): contact at euller@cobaye.io.

13. USER CONDUCT AND RESTRICTIONS

You agree NOT to:

- violate laws, regulations or third-party rights;
- transmit viruses, malware or malicious code;
- harass, threaten or discriminate against other Users;
- reverse engineer, decompile or alter any part of the Platform;
- use bots or scripts to automate accesses or activities;
- defraud payment or refund systems.

14. SUSPENSION AND TERMINATION

We reserve the right to suspend or terminate your Account, with or without prior notice, in case of violation of these Terms or applicable laws. In case of undue suspension, you may contest through our support.

15. DISCLAIMER OF WARRANTIES

The Services are provided “as is”. We do not warrant that (i) they will meet your specific expectations, (ii) they will be uninterrupted, secure or error-free, or (iii) the results obtained will be accurate or reliable.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Platform’s total liability for any direct damages shall be limited to the amount you paid in the 12 months preceding the event giving rise to liability. Under no circumstances shall we be liable for indirect damages, lost profits, data loss or moral damages.

17. INDEMNIFICATION

You agree to indemnify and hold harmless the Platform, its partners, directors, employees and affiliates from any claims, losses or expenses arising from misuse of the Services or violation of these Terms.

18. AMENDMENTS TO THE TERMS

We may update these Terms periodically. We will notify you by e-mail or internal notification at least 10 days in advance. Continued use after the changes take effect constitutes acceptance.

19. ASSIGNMENT

We may assign or transfer our rights and obligations to third parties in case of merger, acquisition or corporate restructuring. You may not assign your rights without prior written consent.

20. GENERAL PROVISIONS

Language: these Terms may be available in other languages, but the English version shall prevail.

Partial invalidity: if any clause is deemed invalid, the remaining clauses shall remain in force.

Electronic communications: you agree to receive electronic communications related to the Services.

21. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of the Federative Republic of Brazil. The Court of Vitória, State of Espírito Santo, is elected to resolve any disputes.

22. CONTACT

Corporate Name: EULLER SANTOS ARAUJO DESENVOLVIMENTO DE SOFTWARE LTDA

CNPJ: 52.579.255/0001-54

E-mail: euller@cobaye.io | Developer/DPO: euller@cobaye.io

Phone/WhatsApp: +55 (27) 99285-8920

Address: Rua José Bittencourt, 196, Caratoíra, Vitória – Espírito Santo – ZIP 29025-664

© 2025 Cobaye Languages. All rights reserved.