

DEDICO Teacher Terms of Service

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Thank you for using Dedico!

Please read these Teacher Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By offering Workshops on the Dedico Platform, you agree to comply with and be bound by these Teacher Terms of Service.

These Teacher Terms of Service (“**Teacher Terms**”) are an addition to the Dedico Terms of Service specifically for Members who wish to create Listings and offer Workshops on the Dedico Platform.

They constitute a legally binding agreement between you and Dedico governing your use of the Dedico Site and associated Dedico Services in conjunction with your offering of Workshops to Students via the Dedico Platform.

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When these Terms mention “**Dedico**,” “**we**,” “**us**,” or “**our**,” it refers to the Dedico company you are contracting with. Wherever you reside, you are contracting with DEDICO Journeys for Learning BV, Dijkgracht 6, 1019 BS, Amsterdam, Netherlands.

Our collection and use of personal information in connection with your access to and use of the Dedico Platform is described in our [Privacy Policy](#).

Teachers alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Workshops Listings and offered Workshops. In many countries and cities, Teachers may have to register, get a permit or obtain a license before preparing food or serving alcohol for sale. Some cities may require a license to perform certain outdoor activities in larger groups. Teachers are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Workshops they offer. Certain types of Workshops may be prohibited altogether. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Workshop Listing(s) on Dedico, you should always seek legal guidance.

1. Using the Dedico Platform as a Teacher

1.1. If you choose to use the Dedico Platform as a Teacher, your relationship with Dedico is limited to being an independent, third-party contractor, and not an employee, agent, joint venture or partner of Dedico for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Dedico.

1.2. When you first submit a Workshop Listing for publication to Dedico, you will be required to explicitly accept these Teacher Terms. We will not publish your Workshop Listing if you haven't read and accepted these Teacher Terms.

1.3. Should Dedico decide to make changes to these Teacher Terms, you will be notified by email at least thirty (30) days before the date they become effective and you will be asked to accept the new Teacher Terms in the **Your Account** section on the Dedico website within 30 days of publication of the new Teacher Terms. You will not be able to publish new Workshop Listings prior to explicitly agreeing to the new Teacher Terms. Should you already have a published Workshop on the Dedico website, keeping it published after the lapsing of the 30 days period after publication of the new Teacher Terms will be considered by Dedico as an acceptance by you of the new Teacher Terms.

2. Content

2.1 To promote the Dedico Platform and to increase the exposure of Listings to potential Students, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Dedico cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Dedico Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and noninfringement.

2.2 Dedico may offer Teachers the option of having professional photographers and filmers take photographs or create videos of their Workshops, which are made available by the photographer to Teachers to include in their Listings ("**Verified Media**"). You are responsible for ensuring that your Workshop is accurately represented in the Verified Media and you will stop using the Verified Media on or through the Dedico Platform if they no longer accurately represent your Listing, if you stop teaching the Workshop featured, or if your Dedico Account is terminated or suspended for any reason. You acknowledge and agree that Dedico shall have the right to use any Verified Media in advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Dedico is not the exclusive owner of Verified Media, by using such Verified Media on or through the Dedico Platform, you grant to Dedico an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Media for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Dedico in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Media outside of the Dedico Platform for personal and non-commercial use, and for commercial use only as long you are still teaching the represented Workshop and making use of the Dedico Platform.

3. Listings

3.1. Terms applicable to all Listings

3.1.1 When creating a Listing through the Dedico Platform you must (i) provide complete and accurate information about your Workshop (such as workshop description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as local rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for a Course) and (iii) provide any other pertinent information requested by Dedico. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

3.1.2 You are solely responsible for setting a price (including any Taxes if applicable) for your Workshop (“**Workshop Fee**”). Once a Student requests a booking of your Workshop, you may not request that the Student pays a higher price than in the booking request.

3.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the cancellation policy you have selected for your Listing.

3.1.4 Pictures, animations or videos (collectively, “**Images**”) used in your Listings must accurately reflect the quality and program of your Workshop. Dedico reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

3.1.5 The placement and ranking of Listings in search results on the Dedico Platform may vary and depend on a variety of factors, such as Students’ search parameters and preferences, Teacher requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Course and/or location.

3.1.6 When you receive a booking request by a Student for a published Workshop, you are entering into a legally binding agreement with the Student and are required to provide your Workshop to the Student as described in your Listing when the booking request is made. You also agree to pay the applicable Teacher Commission and any applicable Taxes, which will be collected pursuant to Section 8 of the [Terms & Conditions](#).

3.1.7 Dedico recommends that Teachers obtain appropriate insurance for their Workshops. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Students (and the individuals the Student has booked for, if applicable) while participating in your Workshop or other Additional Host Services.

3.2. Listing Workshops that include Accommodation

3.2.1 Dedico lets you specify whether or not Accommodation is included as part of your Workshop. You may choose to offer one type of accommodation for all Students (and assign each Student their respective Accommodation when the Workshop starts) or let Students choose between various types of Accommodations you offer.

3.2.2 With Dedico, you do not specify the Accommodation price separately from the workshop: When Students select an Accommodation, they will see the price you set for the entire package, which should include the fee for the educational contents of your Workshop (the Course), the Accommodation (the “**Workshop Fee**”), any extra fees (e.g. for materials) and all applicable Taxes.

3.2.3 You represent and warrant that any Listing you post and the booking of, or a Student’s stay at, an Accommodation will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as

zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Teacher, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Student (and the individuals the Student invites to the Accommodation, if applicable).

3.3. Listing Workshops and other Host Services

3.3.1 To list a Workshop, you must create a Listing and submit the Workshop to Dedico. To be considered for publishing on the Dedico Platform, Workshops must meet our quality standards and Student demand. Dedico reserves the right to decide, in its sole discretion, if a submitted Workshop will be published on the Dedico Platform.

3.3.2 When listing a Workshop you must, where applicable, fully educate and inform Students about (i) any risks inherent to the Workshop or Course or other Host Services, (ii) any requirements for participation, such as the minimum age, related skills, level of fitness or other requirements, and (iii) anything else they may need to know to safely participate in the Workshop or Course (including dress codes, equipment, special certifications or licenses, etc.).

3.3.4 You represent and warrant that you (i) understand and comply with all laws, rules and regulations that may apply to your Workshop, Course or other Host Service(s), and (ii) will obtain any required licenses, permits, or registrations prior to providing your Workshop, Course or other Host Service(s).

3.3.5 You must provide a Workshop in person and may not allow any third party to provide the Workshop on your behalf, unless authorized by Dedico.

4. Dedico's Services to You as Teacher

Besides appointing Dedico as Limited Payment Collection Agent as set out in the Payment Terms (section 8.5 of the Dedico Terms), you also hereby appoint Dedico as a limited agent to facilitate other Members booking your Listings, with the responsibilities mentioned below.

4.1. Dedico will provide you with a separate web page for each of your Listings, enabling you to manage and update your Listings at any time. Dedico is also committed to regularly add new features to the system that allow you to manage your Listings as well as your Bookings, such as tools facilitating communication with Members participating in your Workshops, or tools for better managing your inventory, including bookings you may receive via other channels.

4.2. Dedico will promote your Listings on your behalf via various channels, be it social media or other marketing channels. You give permission to Dedico to promote your Listings in any way Dedico deems necessary and agree that Dedico does not need to provide you written documentation on how your Listings are promoted or how promotion campaigns perform.

4.3. Dedico may provide you with a system to receive booking requests by Members seeking to book a Workshop that you may or may not accept. Such system will enable a method of vetting Members participating in your Workshops and facilitate a guarantee for a minimum required participants to your Workshops.

4.4. Dedico is providing you with a system to receive direct bookings for your Listings and keeping track of all your bookings. The Dedico Platform may allow you to set the conditions for a payment policy, e.g. letting Students pay the Booking Fee in pre-defined terms, as well as a Cancellation Policy for Students. In such cases, Dedico will, after having fulfilled all the conditions set forth by the Payment Terms (Section 8 of the Dedico

Terms), ensure that Payouts of the Booking Fee to you follow the schedule mandated by the payment policy and/or cancellation policy you chose.

5. Cancellation

If a Teacher cancels a confirmed booking, the Student will receive a full refund of the Total Fees for such booking and Dedico may publish an automated review on the Listing cancelled by the Teacher indicating that a booking was cancelled. In addition, Dedico may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Teacher has a valid reason for cancelling the booking pursuant to Dedico's [cancellation policy](#) or has legitimate concerns about the Student's behavior. You accept Dedico's sole discretion for deciding whether or not the reason for cancellation is considered a valid reason.

6. Taxes

6.1 As a Teacher you are solely responsible for determining your obligations to report, collect, remit or include in your Workshop Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes (“**Taxes**”).

6.2 Tax regulations may require us to collect appropriate Tax information from Teachers, or to withhold Taxes from payouts to Teachers, or both. If a Teacher fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

6.3 You understand that any appropriate governmental agency, department and/or authority (“**Tax Authority**”) where your Workshop is hosted may require Taxes to be collected from Teachers on Workshop Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Workshop Fees set by Teachers, a set amount per day, or other variations, and are sometimes called "transient occupancy taxes," "lodging taxes," "city taxes" or "tourist taxes" (“**Tourist Taxes**”).

6.4 You agree that any claim or cause of action relating to Dedico’s facilitation of Collection and Remittance of Tourist Taxes shall not extend to any supplier or vendor that may be used by Dedico in connection with facilitation of Collection and Remittance, if any. Teachers agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Tourist Taxes collected is a refund of Tourist Taxes collected by Dedico from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

7. Financial Terms for Teachers

7.1 Generally

Generally speaking, Dedico will collect the Total Fees from a Student at the time the Student makes a booking request, or at any other time mutually agreed between the Student and Dedico.

“**Adjusted Exchange Rate**” means the Base Exchange Rate plus a 3% fee charged by Dedico for certain cross-border transactions.

“**Base Exchange Rate**” means a system-wide rate used by Dedico if the Booking Currency is different than the Listing Currency. It does not include any fee or mark-up by Dedico. Dedico establishes the Base Exchange Rate using data from one or more third parties such as OANDA (www.oanda.com).

“**Booking Currency**” means the currency in which a Student pays for his or her booking. The Student will be able to see (and in some cases, select) their Booking Currency when finishing the booking. The Booking Currency for a booking may be different from the relevant Listing Currency.

“**Listing Currency**” means the default currency associated with the Listing. Teachers can choose their Listing Currency from a limited set of currencies supported by Dedico.

7.2. Payouts

7.2.1 In order to receive a Payout you must have a valid Payout Method linked to your Dedico Account. Dedico will generally initiate Payouts to your selected Payout Method within 7 days of the start of the Workshop or Course. In certain jurisdictions or instances, Dedico may offer you a different time or trigger for payment. The time it takes to receive Payouts once released by Dedico may depend upon the Payout Method you select. Dedico

may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

7.2.2 Your Payout for a booking will be the Workshop Fee less applicable Teacher Commissions and Taxes.

7.2.3 Dedico will remit your Payouts in your currency of choice, depending upon your selections via the Dedico Platform. If the currency of your Workshop Fee at the time of booking is different from your selected Payout currency when we initiate your Payout, we will apply the Base Exchange Rate to your Payout. Amounts may be rounded up or down as described in Section 12 or the [Terms & Conditions](#) (“Rounding Off”).

7.2.4 If you owe any amount to Dedico (e.g., as a result of your Booking Modifications, cancellations or other actions as a Teacher), you authorize Dedico to collect these amounts from you by withholding the amounts from your future Payouts. Any funds collected by Dedico will setoff the amount owed by you to Dedico and extinguish your obligation to Dedico.