



SMASH EDUCATION INC.

Terms of Service

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Scope of This Document

This Policy applies to:

- All users of the Smash Education platform (teachers, students, administrators, tutors, and individual users);
- All associated services and features;
- All jurisdictions in which Smash Education is used.

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1. Introduction

Welcome to Smash Éducation Inc. (“Smash Education,” “Smash,” “we,” “us,” or “our”).

We provide a digital language-learning platform for schools, teachers, students, parents, tutors, and individual learners.

By creating an account, purchasing access, or using the Services in any way, you agree to comply with these Terms.

If you do not agree, please do not use Smash Education.

These Terms work together with our Privacy Policy, which explains how we collect, use, and protect personal information.

1.1 User Responsibility to Review Terms

By using Smash Education, all Users—including teachers, schools, tutors, parents, B2C learners, and students under institutional supervision—acknowledge that:

- teachers, tutors, adult learners, parents/guardians, and Educational Institutions are responsible for reviewing and understanding these Terms
- students use Smash Education under the authority, supervision, and responsibility of their Educational Institution or parent/guardian
- failure by any User or supervising adult to review these Terms does not exempt them from compliance

For school-based use, the Educational Institution:

- accepts these Terms on behalf of its students
- is responsible for informing students of appropriate use requirements
- ensures that student use complies with institutional policies and applicable laws

Smash Education may update these Terms periodically, and continued use of the Services constitutes acceptance of the revised version by the supervising adult or Educational Institution.

1.2 Relationship to the Privacy Policy

In the event of any inconsistency or conflict between these Terms of Service and the Smash Education Privacy Policy regarding the handling of personal information, the Privacy Policy shall prevail.

These Terms govern the use of the Services, while the Privacy Policy governs the collection, use, retention, and disclosure of personal data.

1.3 Mandatory Rights Not Waived

Nothing in these Terms is intended to limit any non-waivable rights that Users or Educational Institutions may have under applicable consumer protection, privacy, or education laws. To the extent any provision of these Terms is found to conflict with such mandatory laws, those laws will prevail, and the remaining provisions of these Terms will continue in full force and effect.

2. Definitions

You

Refers to any natural person or legal entity that uses, accesses, authorizes access to, makes decisions regarding, or otherwise interacts in any manner with Smash Education's Services.

Any person who authorizes the purchase, access, deployment, or use of the Services is deemed to be acting on behalf of the relevant entity and to have the necessary authority to bind that entity to these Terms, even if that person does not personally access the platform.

User

Any natural person who accesses, uses, or interacts with the Smash Education platform or Services, including but not limited to: students, teachers, administrators, tutors, independent educators, parents or legal guardians, and individual adult users.

Individual User / Individual Account

Any adult acquiring access to Smash Education for themselves or for a child under their legal responsibility.

Minor / Child

A User who has not reached the legal age of majority applicable in their jurisdiction.

Parent / Legal Guardian

An adult who is legally responsible for a Minor User.

Educational Institution

Any organization responsible for students or learners and authorized to manage or use accounts on Smash Education, including but not limited to public or private schools, school boards or districts, educational authorities, homeschooling programs, and any equivalent educational organization, in Canada or internationally.

Administrator Account

An account assigned to a representative designated by an Educational Institution to manage teacher, student, and associated user accounts, as well as administrative and access settings.

Teacher Account

An account used by a teacher, independent tutor, or educator providing pedagogical services.

This account may be created using:

- an institutional email address (users associated with an Educational Institution); or
- a personal email address or an address provided by an external employer (independent tutors and educators).

Student Account

An account assigned to a learning User (student), associated with:

- an Educational Institution;
- an individual account;
- or a tutor, independent educator, or tutoring organization using Smash Education outside an institutional framework.

The student account provides access to learning activities and progress-tracking tools in accordance with these Terms and the Privacy Policy.

Demo Account / Trial Account

A temporary account provided to a teacher, administrator, or decision-maker for the purpose of evaluating the Smash Education platform.

Services

The Smash Education platform as a whole, including its features, digital content, pedagogical tools, applications, support services, and any related services offered by Smash Education Inc.

Service Provider

A third-party company providing operational or technical services, including but not limited to hosting, authentication (SSO), payment processing, or related services.

SSO (Single Sign-On)

An authentication mechanism allowing access to Smash Education through third-party services such as Google, Microsoft, or Apple.

3. Eligibility

3.1 Students (Institutional Use)

Students of any age may use Smash Education when authorized and supervised by their school or district.

3.2 Students (Individual Use)

Minors may use Smash Education only when a parent or legal guardian:

- requests the account
- receives the login credentials
- completes payment (if applicable)

- provides implied consent

3.3 Teachers, Administrators & Adult Users

To create a teacher, administrator, or adult account, Users must:

- be 18 years of age or older (or the age of majority in their region), and
- use a valid school-issued email for institutional accounts
- create a separate teacher account for private tutoring (Section 6.6)

3.4 Independent Tutors & Non-Institutional Educators

Educators using Smash outside a school must use a **personal email** and are considered **independent users**.

Smash Education does **not**:

- verify the identity, qualifications, employment status, or background of any tutor or tutoring organization
- vet, screen, train, supervise, or monitor tutors or staff members working for tutoring companies
- endorse or evaluate the pedagogical methods used by tutors or tutoring organizations
- determine whether a tutoring organization is legitimate, reputable, or authorized to work with minors
- assume responsibility for the conduct, safety, or professionalism of any tutor or organization

Parents and guardians bear full responsibility for selecting, vetting, approving, and supervising any tutor or tutoring organization (including companies, agencies, franchises, or independent educational service providers) that uses Smash Education with their child. Parents/guardians must conduct all due diligence they deem necessary — including verifying credentials, background checks, and supervision practices — before allowing a tutor or tutoring organization to use Smash Education with their child.

Smash Education is not liable for any harm, misconduct, negligence, misrepresentation, instructional decisions, or disputes arising from the tutor–student relationship, whether the tutor is an individual or part of a tutoring company or agency.

3.5 Support Specialist Interactions and General Educational Assistance

Certain membership plans, services, pilots, or institutional arrangements may include access to a Smash Education Language Support Specialist for general educational assistance, instructional feedback, or language-support interactions. This access is provided strictly for general language-learning support and does not constitute tutoring, individualized instruction, supervision, or any form of professional, academic, or therapeutic advice.

By using any feature that involves communication with a Smash Education Support Specialist, all Users and Educational Institutions acknowledge and agree that:

- Support Specialists provide general guidance only, not personalized tutoring, coaching, supervision, or individualized educational programming.
- Support Specialists do not provide assessments, evaluations, diagnoses, progress determinations, individual learning plans, or recommendations tailored to a learner’s specific needs.

- Their interactions do not replace certified teachers, tutoring services, intervention programs, or school-based instruction.
- Smash Education does not supervise minors or assume any duty of care.
- Parents/guardians and institutions remain fully responsible for all supervision of minors.
- Smash Education may limit, modify, or discontinue these features at any time.
- Smash Education is not liable for any comments, feedback, or suggestions provided by Support Specialists.

SCHOOL-SPECIFIC SUPPORT SPECIALIST DISCLAIMER

If an Educational Institution requests or authorizes any interaction between its students and a Smash Education Support Specialist, the institution expressly acknowledges that such interaction:

- is limited to general language-learning support,
- does not constitute tutoring, supervision, or individualized instruction,
- does not create a teacher–student relationship,
- does not impose any duty of care or supervisory obligation on Smash Education,
- leaves full pedagogical and supervision responsibility with the institution,
- does not make the Support Specialist an agent or representative of the institution.

The institution agrees to indemnify and hold harmless Smash Education from any claims arising from such interactions.

4. Accounts and Access

4.1 Account Security

Users must maintain password confidentiality, prevent unauthorized access, and notify Smash of any security concerns.

Account sharing is prohibited.

4.2 Institution-Managed Accounts

Schools and districts may:

- create, manage, and deactivate accounts
- supervise student activity
- control features such as messaging and photos
- request deletion or custom retention policies (in writing)

Teachers using institution accounts must use those accounts solely for school-related activities.

4.3 Individual Accounts

Adult learners, parents, and guardians may request access, correction, or deletion of their accounts according to the Privacy Policy.

4.4 Institutional Verification Disclaimer

Smash Education issues institutional accounts, demo access, and invoices based on the information provided by the requesting school, district, or educator.

Smash Education does **not**:

- verify the accreditation, licensing status, or legitimacy of an Educational Institution
- confirm whether the requesting individual is an employee or authorized representative of that institution
- perform background checks or employment verification
- investigate the legal status of organizations claiming to be schools or education providers

Educational Institutions are solely responsible for:

- determining who may create and manage accounts on their behalf
- informing Smash Education of any unauthorized use
- ensuring compliance with their internal authorization and approval processes

Smash Education is not liable for any misuse, misrepresentation, or false claims made by a User or educator regarding institutional affiliation.

4.5 Demo and Trial Accounts

Demo or trial accounts are provided solely to allow teachers, decision-makers, administrators, or other authorized adult users to evaluate whether Smash Education's Services meet their pedagogical, organizational, or institutional needs.

The granting of a demo account, its duration, available features, languages, content, as well as the number of teachers and students that may be associated with it, are determined at the sole discretion of Smash Education.

Depending on the configuration granted, a demo account may allow the creation of a limited number of student accounts, strictly for demonstration or trial purposes.

Demo accounts and any student accounts associated with them:

- are temporary;
- may have limited functionality;
- do not constitute full institutional or contractual access;
- may be automatically or manually deleted at the end of the trial period;
- do not guarantee any data retention after the trial ends.

Use of a demo account does not create any obligation to purchase, maintain access, convert to a paid account, or retain data, unless expressly agreed in writing with an authorized representative of Smash Education.

5. Permitted Use

Users may use Smash Education exclusively for educational purposes, including:

- completing lessons
- submitting activities and oral recordings
- receiving feedback
- teacher-student communication
- class and roster management

5.1 Institutional Responsibility for Pedagogical Use

Educational Institutions, teachers, tutors, and other educators are solely responsible for how they choose to use Smash Education with their students or learners.

Smash Education does **not**:

- supervise or monitor lesson plans, assignments, or pedagogical decisions
- determine whether content is appropriate for a specific class, student, or age group
- review or control the materials that teachers or tutors add, upload, assign, or modify
- oversee teacher–student interactions or classroom management
- guarantee that a teacher’s instructional choices comply with institutional policies, professional standards, or applicable laws

Teachers, tutors, and Educational Institutions are fully responsible for:

- supervising students while using the platform
- reviewing and assessing the suitability of all content before assigning it
- ensuring appropriateness for their context, age group, and instructional setting
- monitoring communication features, including messaging and announcements
- responding to and resolving any misuse, misconduct, bullying, or inappropriate behavior within their class

Smash Education is **not liable** for:

- instructional decisions
- pedagogical approaches or errors
- curriculum alignment decisions
- failure to supervise students
- misuse of platform features
- harm, disputes, or consequences arising from educator-directed use

This responsibility applies to:

- teachers in Educational Institutions
- independent tutors
- tutoring companies
- adults supervising B2C minors

6. Prohibited Conduct and Responsibilities

6.1 General Prohibited Conduct (All Users)

All Users are prohibited from:

- sharing accounts or passwords
- attempting unauthorized system access
- copying, downloading, or distributing Smash content without written authorization
- uploading harmful, illegal, or inappropriate content
- misusing communication or platform features
- using bots, automation tools, or scripts
- using Smash Education for non-educational or commercial purposes
- uploading, entering, or sharing materials for which they do not have the necessary rights, licenses, or permissions

6.2 Student Restrictions

Students may not:

- impersonate others
- upload inappropriate photos, audio, or content
- misuse the Announcement feature
- engage in bullying, harassment, discrimination, or misconduct

Private student-to-student messaging does not exist on Smash Education and is not permitted.

6.3 Teacher, Tutor & Adult Restrictions

Teachers, tutors, and adult users may not:

- upload unrelated or inappropriate content
- fail to supervise students under their responsibility
- violate school, district, or organizational policies
- use school accounts for private tutoring
- circumvent platform settings or misuse class management tools

6.4 Institutional Responsibilities & Restrictions

Educational Institutions may not:

- upload unnecessary sensitive student data
- permit unauthorized users to access the platform
- delegate supervision of students to Smash Education
- use Smash for activities that violate school or district policies

Institutions are solely responsible for supervising student use and ensuring compliance with applicable laws.

6.5 No Supervision Duty & No Monitoring Obligation

NO SUPERVISION RESPONSIBILITY

Smash Education is **not responsible** for supervising minors.

All supervision and student safety responsibilities rest with:

- Educational Institutions
- teachers
- tutors
- parents/guardians

Smash does not monitor live classrooms, student behavior, or user interactions and cannot assume supervisory or custodial duties.

NO DUTY TO MONITOR

Smash Education has **no obligation** to monitor:

- accounts
- classes
- uploads
- messages
- assignments
- announcements
- student behavior

Smash Education provides a technology platform and does not assume, create, or accept any fiduciary duty, supervisory duty, duty of care toward students, or duty to monitor user behavior. All such responsibilities remain exclusively with the Educational Institution, teacher, tutor, parent, or guardian. Smash may review or remove content at its discretion but is not required to do so.

RIGHT TO REMOVE CONTENT OR RESTRICT ACCESS

Smash Education reserves the right, at its sole discretion, to:

- remove content
- restrict features
- suspend accounts
- terminate access

This may occur without prior notice when necessary to protect platform integrity, comply with legal obligations, or enforce these Terms.

6.6 Private Tutoring & Mandatory Separation of Accounts

Teachers who wish to use Smash Education for private tutoring must:

- create a separate teacher account using a personal email
- purchase separate licenses for tutoring students
- obtain parental consent for each minor tutored

- maintain complete separation between school and tutoring rosters, classes, messaging, and reporting

School-managed teacher accounts **may not** include tutoring students under any circumstance. A teacher may **not** mix school and tutoring students in the same account.

Smash Education does not supervise, vet, endorse, or monitor private tutoring practices. Parents and guardians are solely responsible for vetting tutors and ensuring student safety. Smash Education is not liable for misconduct, negligence, or disputes arising from the tutor–student relationship.

Smash Education does not enter into any contractual relationship with students or parents on behalf of tutors, nor does it oversee any educational, instructional, payment, or safety practices related to tutoring.

6.7 Compliance With Laws & Cooperation With Authorities

Users may not use Smash Education to engage in unlawful activity, including:

- harassment, exploitation, or threats
- sharing illegal content
- copyright infringement
- fraud, misrepresentation, or unauthorized access
- activity that violates provincial/state, federal, or international laws

Smash Education will:

- suspend or delete accounts involved in unlawful conduct
- notify Educational Institutions when applicable
- cooperate with authorities only when legally required
- comply with privacy legislation

Smash will not voluntarily disclose personal data unless legally compelled and will minimize disclosure to what the law requires.

6.8 Enforcement

Smash Education may enforce these Terms by:

- removing content
- restricting features
- suspending accounts
- terminating access
- notifying Educational Institutions or parents/guardians

Enforcement is at the sole discretion of Smash Education.

7. Intellectual Property

7.1 Smash Content

All elements of the platform — including lessons, code, illustrations, audio, design, assessments, and any other materials — are the property of Smash Education.

Users receive a limited, non-transferable licence strictly for educational use.

Copying, downloading, or redistributing Smash content without prior written authorization is prohibited.

Users may not reverse-engineer, decompile, disassemble, or attempt to derive the source code or the underlying methodology of the platform.

PROHIBITION ON SHARING OR GRANTING UNAUTHORIZED ACCESS TO CONTENT

It is strictly prohibited to grant, allow, or facilitate access to Smash Education's content to any unauthorized person, including by:

- sharing a password, access code, account, or login credentials;
- providing access to the platform to an employee, representative, or competitor in the educational publishing or EdTech sector;
- allowing any third party to view, copy, or record content through screenshots, broadcasting, projection, or screen sharing;
- exporting, downloading, or transmitting content to a third party by any means;
- bypassing or attempting to bypass any access-control mechanism.

Any unauthorized access or attempted access constitutes a serious breach of these Terms.

NON-COMPETITIVE USE RESTRICTION

It is prohibited to use the Services or Smash Education content to design, create, improve, or train any competing product, service, platform, educational tool, artificial intelligence model, or resource.

Users may not reverse-engineer, decompile, disassemble, or attempt to derive the source code or the underlying methodology of the platform.

7.2 User-Generated Content

Users retain ownership of:

- their audio recordings;
- their written responses;
- uploaded images (optional);
- instructions and directions created by teachers.

By using Smash, Users grant Smash a limited licence to process this content solely for educational purposes.

Content created by tutors is their sole responsibility; Smash does not review its quality, relevance, or pedagogical compliance.

Smash Education is not responsible for the accuracy, relevance, pedagogical quality, or compliance of materials created by teachers, tutors, or Educational Institutions.

All decisions regarding supervision and suitability remain exclusively with educators and Educational Institutions.

7.3 Copyright Responsibility for Uploaded Content

Users are solely responsible for ensuring that any content uploaded, shared, or entered into Smash Education:

- is their own original work; or
- they hold the necessary rights, licences, or permissions to use it.

Users may not upload copyrighted materials taken from the internet, textbooks, curriculum resources, commercial programs, or third-party platforms unless they are legally authorized to do so.

Smash Education does not monitor uploaded content for copyright compliance and does not determine ownership.

Users agree to indemnify and hold harmless Smash Education from any claims, damages, or disputes arising from the upload or use of unauthorized or infringing materials.

7.4 Customized Content Created by Teachers

Some features allow teachers to reorganize, combine, or adapt the sequence of content provided by Smash Education to meet the pedagogical needs of their Educational Institution.

These customized structures remain at all times the intellectual property of Smash Education, even when reorganized, integrated, or combined into a personalized configuration.

Teachers may choose to share their customized structure with other teachers within the same Educational Institution.

Sharing, modifying, or deleting these structures may impact other teachers who use them.

Smash Education is not responsible for consequences related to:

- the voluntary deletion of a customized structure;
- the removal of access by a teacher;
- changes to the order or content of a customized structure;
- any interruption, loss of access, or modification resulting from actions taken by authorized Users of the institution.

Customized structures do not constitute original content created by teachers and do not confer any intellectual property rights to teachers.

7.5 Immediate Sanction

Any sharing of access, copying behavior, unauthorized access, or competitive use results in the immediate suspension or termination of the account, without refund.

In addition, depending on the severity of the violation, Smash Education may also:

- require financial compensation for direct and indirect losses resulting from the violation;
- impose a permanent ban from accessing the Services on any involved individual or organization;
- notify the Educational Institution, organization, or employer associated with the User;
- initiate any legal proceedings, including injunctive relief, to prevent or stop unauthorized use, copying of content, or competitive use;
- seek reimbursement of reasonable legal fees incurred to enforce these Terms in cases of intentional violation.

8. Payments, Billing and Refunds

8.1 Educational Institutions (Institutional Purchases)

Standard payment term: **NET 30 days** from the invoice date.

Access will be automatically suspended in case of non-payment until payment is received.

Applicable taxes are determined according to the jurisdiction of the Educational Institution.

All licences and purchases are final and non-refundable due to the immediate availability of digital content and downloadable materials, unless required by law or expressly approved in writing by an authorized representative of Smash Education.

Access is considered delivered as soon as a teacher account is activated, regardless of whether the Educational Institution or its staff actually use the platform.

School boards and districts may have internal payment cycles. These internal schedules do not modify the payment terms set by Smash Education unless agreed to in writing.

PURCHASE ORDERS (Pos)

Smash Education accepts purchase orders as proof of intent to purchase, but:

- a purchase order does not constitute payment;
- the invoice remains payable under NET 30 terms, regardless of internal PO processing;
- access may be suspended if payment is not received, even if a PO has been provided;
- the Educational Institution remains responsible for ensuring payment is made on time and for respecting its own approval processes.

NON-CARRYOVER OF UNUSED LICENCES

Licences purchased for a given school year are valid only for the duration of that school year. Unused, partially used, or unassigned licences may not be carried over, transferred, credited, or applied to the following school year, unless expressly approved in writing by an authorized representative of Smash Education.

No refund, credit, or extension is offered.

8.2 Tutor and Independent Educator Accounts

Full payment is required at the time of purchase.

Tutor licences provide immediate access to digital content and are final and non-refundable, unless required by law or expressly authorized in writing by Smash Education.

DURATION OF TUTOR LICENCES

Tutor licences are sold for a fixed duration (e.g., 3, 6, or 12 months), calculated in consecutive months from the invoice date, unless otherwise indicated on the invoice or in the accepted proposal.

Unused, partially used, or unassigned licences during this period may not be carried over, transferred, credited, or applied to a later period, unless expressly approved in writing by an authorized representative of Smash Education.

No refund, credit, or extension is offered for expired licences.

No refund will be granted for:

- change of mind;
- pedagogical dissatisfaction;
- unused time;
- cessation of tutoring activities;
- withdrawal of a student;
- selection of the incorrect product.

Activation of the account constitutes full delivery of the digital product.

8.3 Individual Accounts

Purchases are non-refundable, unless required by applicable consumer protection law or otherwise agreed in writing by Smash Education.

Taxes apply based on the buyer's location.

Individual accounts must be paid immediately; no NET payment term is available.

Smash Education may suspend access in cases of declined or unpaid payments.

DURATION OF INDIVIDUAL ACCOUNTS

Individual accounts and subscriptions are sold for a fixed duration (e.g., 3, 6, or 12 months), calculated in consecutive months from the invoice date, unless otherwise indicated at the time of purchase.

Unused, partially used, or unassigned licences during this period may not be carried over, transferred, credited, or applied to a later period, except to the extent that mandatory consumer protection law grants a right of cancellation, refund, or credit, or unless expressly approved in writing by an authorized representative of Smash Education.

Outside these legally mandated exceptions, no refund, credit, or extension is offered.

8.4 Accepted Payment Methods (Canada)

- Bank transfer (EFT / wire)
- Interac transfer (e-transfer)
- Credit card via QuickBooks
- Check

8.5 Accepted Payment Methods (Outside Canada)

- International bank transfer
- Cheque
- Credit card, when available for invoices issued in Canadian dollars

8.6 General Payment Instructions (All Clients)

The following directives apply to all payments made by bank transfer (EFT, wire, international transfer), Interac transfer, or cheque.

8.6.1 Payment Notification and Identification

For any payment made via EFT, wire, international transfer, Interac transfer, or cheque, a payment notice is mandatory.

The notice must be sent to: accounting@smasheducation.com

The payment notice must include:

- invoice number;
- amount paid;
- date of payment;
- name of the Educational Institution, tutor/independent educator, or individual account holder.

8.6.2 Consequences of Missing Identification

Any payment received without notification, without an invoice number, or without clear identification of which invoices are covered may result in:

- processing delays;
- temporary inability to apply the payment;
- misapplication of the payment to another invoice when identical amounts appear across multiple invoices;
- inability to correctly allocate a payment that covers multiple invoices when no details are provided;
- manual correction requirements that may cause additional delay;
- temporary suspension of access until confirmation is received.

Smash Education is not responsible for payment-allocation errors resulting from:

- missing identification,
- absence of an invoice number,
- payments covering multiple invoices without details,
- incomplete information provided by the client.

8.6.3 Processing Time for Non-Automated Payments

Payments made by EFT, wire, international transfer, Interac transfer, or cheque require manual processing.

Smash Education applies payments within 2 to 5 business days following:

- receipt of the payment by the financial institution; and
- receipt of the complete payment notification.

Access cannot be restored until both conditions are met.

Bank delays and internal processing times are not the responsibility of Smash Education.

8.6.4 No Liability for External Errors

Smash Education is not responsible for delays, errors or losses resulting from:

- payments sent to incorrect banking information;
- cheques sent to the wrong address;
- cheques made out to an incorrect name;
- unidentified payments;
- delays, losses, or interruptions caused by postal or courier services.

8.7 Cheque Payment Instructions

Cheque payments must comply with the following:

- Payable to: Smash Education Inc.
- Address: 110 Reunion Green NW, Airdrie, Alberta, Canada, T4B 3X1
- Invoice number must appear on the cheque

- Attaching the invoice or a reference slip is recommended

8.8 Refund Method

Refunds, when authorized, are issued:

- to the credit card used for the purchase, or
- by cheque to a valid address.

Smash Education never stores full credit-card numbers.

Refunds are issued only to the adult purchaser and only for the amount paid.

8.9 Verification of Banking Information

Before sending any transfer, clients must verify the official banking details provided by Smash Education.

Smash Education is not responsible for losses resulting from:

- payments sent to incorrect banking information;
- payments made without prior verification;
- information obtained from unauthorized sources.

8.10 Financial Responsibility of Institutions and Adults

Educational Institutions remain fully responsible for all purchases made by their administrators, teachers, or anyone using an institutional account.

Smash Education cannot be held liable for internal errors, omissions, or purchases made within the Institution.

Individual adult account holders are responsible for all purchases made through their account, including when access is used by a child or Minor User.

Minor Users cannot be held responsible under any circumstances for any payment, purchase, or financial obligation related to the platform.

8.11 Visibility of Billing and Access to Payment Information

Financial information is never displayed in student accounts, except when a teacher or institution intentionally triggers a payment request for that student.

When an invoice appears in a student account:

- if the student is an adult, they may view and complete the payment;
- if the student is a minor, it is implicitly understood that the parent or legal guardian must view and handle the payment request.

Smash Education does not collect users' ages. Therefore, responsibility lies with:

- the Educational Institution (in a school context), or
- the parent/legal guardian (in an individual context),

to supervise Minors' access to billing-related elements.

Invoices and confirmations may be delivered:

- by email;
- in the administrator or teacher portal;
- or in the student portal only when the request originates from an educator or institution.

Smash Education never sends payment notifications directly to a Minor.

ERROR IN EMAIL ADDRESS PROVIDED BY AN ADULT OR EDUCATIONAL INSTITUTION

If a parent, legal guardian, or Educational Institution mistakenly provides an email address belonging to a Minor to receive invoices, reminders, or payment confirmations, Smash Education cannot be held responsible for sending such information to that address.

It is the sole responsibility of the parent, guardian, or Institution to:

- provide a valid adult email address for billing;
- update contact information in case of error;
- ensure financial information is not accessible to a Minor.

Any communication sent to the address provided by the parent, guardian, or Institution is deemed to have been received by the responsible adult.

9. Service Availability

Smash Education makes every effort to ensure reliable access to the platform, but does not guarantee uninterrupted access, error-free operation, or the permanent availability of any particular feature.

Planned maintenance, updates, changes to third-party services, or unforeseen outages may temporarily limit or interrupt access to the Services.

To the extent permitted by law, Smash Education is not responsible for any losses, damages, or inconvenience arising from such interruptions. Applicable exclusions and limitations of liability are described in more detail in sections 14 (No Warranties) and 15 (Limitation of Liability), as well as section 18 (Force Majeure).

10. Platform Features

Smash Education provides a variety of digital learning, communication, and pedagogical support features.

Smash Education may modify, enhance, suspend, or remove any feature, tool, or component of the Service at any time for technical, operational, pedagogical, or legal reasons, without notice and without any obligation to maintain or restore any removed feature. Such modifications may result in changes to teacher workflows or instructional practices, without creating any liability for Smash Education.

Teachers, tutors, independent educators, parents, legal guardians, and Educational Institutions are solely responsible for supervising all student or learner activity on the platform and for ensuring compliance with these Terms, applicable laws, institutional policies, and any requirements related to working with Minors.

Smash Education does not supervise or control interactions between teachers and students, or between tutors and learners, and assumes no responsibility for supervision, online safety, classroom management, content selection, or institutional compliance.

11. Accessibility

Smash Education strives to support accessibility needs and continually improve its accessibility features. However, Smash Education cannot guarantee full compatibility with all assistive tools, specialized devices, customized configurations, or adaptive technologies.

Smash Education does not guarantee the operation or performance of the platform on outdated, unsupported, atypical, or modified devices, browsers, or operating systems. It is the responsibility of users to ensure that their hardware, software, and network meet the minimum technical requirements published by Smash Education.

12. Third-Party Services

Smash Education may integrate or use services provided by third parties, including for hosting, authentication (SSO), payment processing, accounting management, or other operational functionality.

Smash Education is not responsible for interruptions, limitations, errors, technical failures, policy changes, or unavailability caused by these third-party services.

Use of these third-party services is also subject to their own terms of use and privacy policies. Smash Education is not a party to these external agreements and is not responsible for the legal relationship between users and third-party providers. However, Smash Education will continue to process personal information in accordance with its own Privacy Policy.

Users acknowledge that certain platform features may depend on the proper functioning of third-party services, and that interruptions or restrictions imposed by those providers may affect platform access or performance.

13. Suspension and Termination

Smash Education may, at its discretion, suspend or terminate any account, with or without notice, in the following situations:

- non-compliance with these Terms or any applicable policy;
- security issues, suspected unauthorized access, or any risk to the integrity of the Service;

- unpaid invoices, declined payments, or payments not received within required timelines;
- withdrawal of institutional authorization, such as when an Educational Institution removes a teacher's access or ends their employment;
- prolonged account inactivity when required for technical, administrative, or security reasons;
- infringement of intellectual property rights, attempts to copy, extract, or use the content or Services for competitive purposes;
- account sharing, password disclosure, or any unauthorized access.

Suspension may be temporary or permanent depending on the severity of the situation.

No refund is granted in the event of suspension or termination resulting from a violation of these Terms.

Termination of an account by Smash Education does not cancel ongoing financial obligations, including issued invoices or licences purchased by an Educational Institution or an adult user.

Educational Institutions remain responsible for deactivating or removing the accounts of employees who leave their position. They may perform these actions directly through their administrator account or request that Smash Education perform the deletion.

When a deletion request is made to Smash Education, the Educational Institution or teacher (when no administrator account exists) must verify that all important information has been saved before deletion. Smash Education is not responsible for the loss of data, classes, assignments, reports, or content resulting from a deletion carried out in accordance with the instructions received.

Any instruction submitted by an Educational Institution or an authorized teacher is deemed valid and results in the permanent deletion of the account.

14. Disclaimer of Warranties

The Services are provided "as is" and "as available," without any warranty of any kind, express or implied. Smash Education does not warrant that the Services:

- will be free from errors, interruptions, or failures;
- will meet the specific requirements or expectations of any user;
- will produce any particular pedagogical outcome, academic improvement, level of mastery, exam performance, or any other measurable result.

All pedagogical performance, linguistic progress, and learning outcomes depend on factors outside the control of Smash Education, including, without limitation: individual effort, teaching methods, learner supervision, educational context, quality of hardware, or conditions of use.

To the maximum extent permitted by law, Smash Education disclaims all warranties, express or implied, including but not limited to:

- warranties of merchantability;
- warranties of fitness for a particular purpose;
- warranties of accuracy, reliability, or non-infringement.

No information, advice, recommendation, or communication provided by Smash Education—whether orally, in writing, or through Support—constitutes a warranty or creates any additional obligation for Smash Education.

VOICE RECOGNITION — TECHNICAL LIMITATIONS

Some Smash Education activities use voice-recognition tools to support oral learning.

Users acknowledge that:

- voice recognition relies on algorithms that are not perfectly accurate;
- accuracy may vary depending on accent, age, pronunciation, background noise, microphone quality, or device performance;
- generated results do not constitute an official evaluation and may contain errors;
- Smash Education does not guarantee the performance, accuracy, or interpretation of voice-recognition tools.

Teachers, tutors, institutions, and users remain responsible for interpreting results critically and providing appropriate supervision.

15. Limitation of Liability

15.1 No Liability for Indirect Damages

To the maximum extent permitted by law, Smash Education shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to loss of profits, revenue, data, teaching time, business opportunities, reputation, or educational outcomes—whether such liability is based on contract, tort (including negligence), warranty, or any other legal theory—even if Smash Education has been advised of the possibility of such damages.

15.2 No Liability for Pedagogical or Supervisory Decisions

Smash Education is not responsible for:

- pedagogical choices, teaching methods, or assessment strategies;
- curriculum alignment or interpretation of educational programs;
- supervision of students or other Minors;
- conduct, decisions, or omissions of teachers, tutors, or independent educators;
- feedback, comments, or suggestions provided by Smash Education Support;
- actions or omissions by users based on support communications;
- content created, uploaded, assigned, or modified by teachers, tutors, individual users, or Educational Institutions.

All pedagogical and supervisory responsibilities rest exclusively with Educational Institutions, teachers, tutors, parents, or legal guardians.

15.3 No Liability for Circumstances Beyond Smash’s Control

Smash Education shall not be liable for delays, interruptions, or failures caused by:

- internet outages or connectivity issues;
- limitations, failures, or incompatibilities of any device, browser, or system;
- interruptions in third-party services (hosting, SSO, payments, authentication, etc.);
- force majeure events;
- incomplete or inaccurate information provided by the user;
- unauthorized access resulting from user negligence (password sharing, lack of supervision, poor management of credentials).

15.4 Maximum Liability Cap

To the maximum extent permitted by law, Smash Education’s total cumulative liability shall not exceed the amount paid to Smash Education by the user or Educational Institution during the twelve (12) months preceding the event giving rise to the claim.

Prepaid multi-year licences do not increase this cap.

15.5 Jurisdiction-Specific Limitations

Certain jurisdictions—including some U.S. states—do not allow the exclusion of implied warranties or the limitation of liability for incidental or consequential damages.

In such jurisdictions, the above limitations apply only to the extent permitted by law.

15.6 No Professional Advice

For the purposes of this section, “Smash Education Support Specialists” refers to any staff member providing general assistance related to the use of the platform— including customer service agents, language advisors, product specialists, consultants, representatives, or any other staff member.

Communications from Support Specialists, whether provided through an institutional or individual subscription, are strictly general in nature. They do not constitute:

- tutoring services;
- individualized instruction;
- professional educational advice;
- psychological, medical, clinical, or therapeutic recommendations;
- an evaluation, diagnosis, or specialized opinion.

All pedagogical and supervisory decisions remain the exclusive responsibility of teachers, tutors, parents, legal guardians, or Educational Institutions.

15.7 Limitation for Interactions with Support Specialists (Individual Accounts)

For individual subscriptions that include access to a Smash Education language specialist/coach, all interactions are provided “as is,” without any guarantee of accuracy, availability, or educational outcome.

For the purposes of this section, a language specialist/coach is a staff member who provides general language-learning guidance related to the use of the platform, including:

- suggesting activities or learning paths;
- clarifying instructions or objectives;
- reviewing or observing occasional examples of completed activities;
- offering general comments or guidance to improve use of the resources;
- recommending content suitable for the user’s estimated level;
- providing guidance on progression or organization of content.

These interactions do not constitute:

- teaching or tutoring;
- individualized instruction;
- school follow-up or learning supervision;
- structured academic correction;
- psychological, medical, clinical, therapeutic, or professional advice;
- an evaluation or diagnosis.

Smash Education is not responsible for:

- misunderstandings, misinterpretations, or use of provided suggestions;
- omissions, errors, or delays in communications;
- limitations related to coach availability;
- any interpretation suggesting that these interactions constitute teaching or educational supervision.

No communication from a language specialist/coach creates a duty of care, fiduciary relationship, supervisory obligation, or formal educational relationship between Smash Education and any user or Minor.

All pedagogical and supervisory responsibilities remain exclusively with parents, legal guardians, or adult users.

15.8 Limitation for Diagnostic Tools and Placement Tests

Smash Education may provide diagnostic activities or placement tests. These tools are provided for informational purposes only and do not constitute:

- an official exam;
- a recognized evaluation;
- a certification;
- a psychological, cognitive, or educational assessment;
- a substitute for professional evaluation.

Results are estimates that may vary depending on usage conditions, devices, environment, or user performance.

All pedagogical and placement decisions rest exclusively with teachers, parents, tutors, or Educational Institutions. Smash Education is not responsible for misinterpretations, misplacements, incorrect decisions, or consequences related to the use of these tools.

15.9 Limitation for Exams, Simulations, and Exam Practice

Smash Education may offer activities inspired by official tests. These resources:

- are not affiliated with any exam authority;
- do not guarantee any result or performance level;
- do not fully reproduce the content, criteria, levels, or methods of actual exams.

Smash Education is not responsible for exam results, score discrepancies, difficulties encountered, or decisions related to exam registration, preparation, or feedback.

15.10 No Formal Educational Relationship

Smash Education provides a technology platform. Nothing in these Terms creates:

- a teacher–student relationship with Smash Education;
- a duty of care toward a Minor;
- a supervisory relationship, partnership, joint venture, or fiduciary duty.

Supervision, safety, compliance, and pedagogical decisions rest exclusively with teachers, parents, tutors, legal guardians, and Educational Institutions.

15.11 Essential Basis of the Agreement

Users acknowledge that the allocation of risks set out in this section constitutes an essential basis of the agreement and is reflected in the fees charged by Smash Education.

16. Content Accuracy, Curriculum Alignment & Continuous Improvement

Smash Education strives to provide accurate, up-to-date, high-quality content, but cannot guarantee the absence of errors, omissions, regional variations, or pedagogical differences.

Languages and curricula vary from one region to another. Differences in dialect, methodology, or pedagogical preferences do not constitute errors.

Users may report any concerns through technical support. Smash Education reviews such reports and may correct confirmed errors, but is not obligated to modify content based on individual user preferences or based on curriculum requirements specific to any institution.

Smash Education does not guarantee the creation of custom content, alignment with any particular curriculum, nor the availability of versions adapted to a specific dialect or standard.

Smash Education is not responsible for the accuracy, relevance, pedagogical quality, or regulatory compliance of content created, uploaded, assigned, or modified by teachers, tutors, or Educational Institutions.

All decisions relating to content suitability, supervision, pedagogical choices, or use of materials are the exclusive responsibility of teachers, tutors, parents, legal guardians, or Educational Institutions.

Placement tools, diagnostic tests, and level estimates provided by Smash Education are intended solely as general indicators. They are not official evaluations or certified examinations, and should not be used as the sole basis for formal educational decisions.

Institutions, teachers, tutors, and parents remain fully responsible for all decisions related to placement, progression, and instruction.

Smash Education offers practice activities inspired by official exams to help users become familiar with certain task formats. These activities are not official examinations, and results may differ substantially from those obtained on an actual test.

17. Indemnification

Users, teachers, tutors, independent educators, and Educational Institutions agree to indemnify, defend, and hold harmless Smash Education, its officers, employees, contractors, representatives, and affiliated entities from any claim, loss, liability, damage, cost, or expense (including reasonable legal fees) arising from:

- misuse or non-compliant use of the platform;
- violation of these Terms or any applicable policy;
- violation of laws, regulations, or legal obligations;
- any dispute between teachers, tutors, parents, students, or Educational Institutions;
- creation, uploading, publishing, assigning, or distributing content by users;
- use of the platform for unauthorized or illegal purposes;
- any misrepresentation, omission, negligence, or misconduct by the user;
- unauthorized access resulting from password sharing or poor credential management.

The indemnification obligation applies whether the claim is brought by a user, a Minor, a parent, a legal guardian, an Educational Institution, a third party, or an administrative or governmental authority.

Smash Education reserves the right to assume exclusive defense of any claim for which a user is required to indemnify it. In such cases, the user remains responsible for fully cooperating with Smash Education and covering the associated costs.

18. Force Majeure

Smash Education shall not be held liable for any delay, failure, or inability to perform its obligations resulting from a force majeure event or circumstances beyond its reasonable control.

The following are considered force majeure events, without limitation:

- natural phenomena or disasters (earthquake, flood, storm, fire, etc.);
- internet outages, network interruptions, or major telecommunications failures;
- cyberattacks, security breaches, hacking incidents, or malicious acts;
- power outages, interruptions of essential services, or failures of third-party infrastructure;
- labor disputes, strikes, lockouts, or workforce disruptions;
- regulatory changes, governmental actions, or court orders;
- epidemics, pandemics, or public health emergencies;
- and any other unforeseeable, irresistible event beyond the control of Smash Education.

Smash Education's obligations are suspended for the duration of the force majeure event and will resume as soon as reasonably possible once the event has ended.

19. Governing Law and Jurisdiction

These Terms are governed by and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

For users or Educational Institutions located in Alberta, the laws of Alberta may also apply where relevant.

Any claim, dispute, or proceeding arising out of or relating to the Services must be brought exclusively before the courts of the Province of Québec (Judicial District of Montréal), or, where applicable, before the courts of Alberta, and the parties irrevocably acknowledge the exclusive jurisdiction of these courts.

Users expressly waive any objection to jurisdiction or any argument that such courts constitute an inconvenient forum.

Nothing in these Terms constitutes a voluntary submission to any foreign jurisdiction.

20. Survival of Terms

The following provisions survive termination, expiration, account deletion, or interruption of access to the Services, and remain fully in effect for as long as they continue to have an applicable purpose:

- Intellectual Property;
- Payments, Billing and Refunds;
- Limitations of Liability;
- Disclaimer of Warranties;
- Indemnification;
- Governing Law and Jurisdiction;
- Compliance with Laws;

- And any other provision that, by its nature, is intended to survive termination.

These provisions remain legally binding on all users, Educational Institutions, tutors, parents, legal guardians, and independent educators even after access to the Services has ended.

21. Changes to These Terms

Smash Education may update these Terms of Use to reflect legal, technical, operational, or service-related changes.

Any material modification will be:

- published on the Smash Education platform and website; and
- communicated to Educational Institutions when their contractual obligations or access terms are affected.

Continued use of the Services after the effective date of the modifications constitutes acceptance of the updated Terms.

If a user does not accept the modified Terms, they must stop using the Services and, where applicable, request closure of their account. No modification creates retroactive rights or entitles any user to a refund, unless required by law.

Explanatory Note — Current Version

This update to the Terms of Use does not introduce any new practices or new services. It clarifies and further details practices already in place in order to enhance transparency and understanding of the applicable terms.

22. Entire Agreement

These Terms of Use, together with the Smash Education Privacy Policy, constitute the entire agreement between the User and Smash Education regarding access to and use of the Services.

They supersede and cancel any prior or contemporaneous agreement, proposal, communication, or understanding, whether written or oral, relating to the same subject matter.

No additional terms, notices, or communications originating from a user, teacher, tutor, parent, Educational Institution, or representative may modify these Terms unless such modification is expressly approved in writing by an authorized representative of Smash Education.

No waiver, exception, or tolerance by Smash Education shall constitute a waiver of any future right or a permanent modification of these Terms, unless expressly stated otherwise in a written document signed by an authorized representative.

23. Contact Information

For any questions regarding these Terms of Use, the Privacy Policy users may contact Smash Education at the following address:

Smash Education Inc.

Attn: Éliane Forget, Co-Founder and Privacy Officer

eliane.f@smasheducation.com

Any official request relating to the exercise of rights, account management, security, data privacy, or contractual obligations must be addressed to this person or to the team designated by Smash Education.