

TERMS AND CONDITIONS

Portuguese with Vi

Effective Date: February 2, 2026

Welcome to Portuguese with Vi. These Terms and Conditions ("Terms") govern your use of our online Brazilian Portuguese tutoring services. By booking or attending lessons, you agree to be bound by these Terms. Please read them carefully.

1. SERVICE DESCRIPTION

- 1.1. Portuguese with Vi ("we", "us", "our") provides Brazilian Portuguese tutoring services conducted via Google Meet.
 - 1.2. All services are provided by the individual tutor Vitoria Zanini Barbosa operating as a MEI (Microempreendedor Individual) registered in Brazil.
 - 1.3. Services are available to students aged 18 and over, regardless of their geographic location.
 - 1.4. We do not discriminate against students on the basis of race, color, ethnicity, national origin, religion, gender, sexual orientation, age, disability, or any other protected characteristic under Brazilian law.
-

2. LESSON PACKAGES AND PRICING

- 2.1. We offer the following lesson packages:
 - **Casual:** 1 lesson per week
 - **Committed:** 2 lessons per week
 - **Immersive:** 3 lessons per week
 - 2.2. Packages can be paid on a 4-week or 8-week billing cycle.
 - 2.3. All lessons are conducted on an individual, one-on-one basis. Each lesson is 50 minutes in duration.
 - 2.4. Current pricing is displayed on our website at portuguesewithvi.com.
 - 2.5. Prices are subject to change with 30 days' advance written notice to existing students. Price changes will not affect prepaid billing cycles already in progress.
 - 2.6. Payment is required in advance for each billing cycle. No services will be provided without confirmed payment.
-

3. PAYMENT TERMS

- 3.1. All payments are processed through Stripe payment platform. We do not directly handle or store your payment card information.
- 3.2. Payment is due in full at the beginning of each billing cycle (4-week or 8-week period) before lessons commence.

- 3.3. Failure to make timely payment will result in suspension of services until payment is received. Suspended lessons cannot be rescheduled or recovered.
- 3.4. All prices are listed in the currency specified on our website at the time of purchase.
- 3.5. The student is responsible for any transaction fees, currency conversion fees, or international payment fees charged by their financial institution or payment provider.
- 3.6. In the event of payment processing errors or disputes, please contact us immediately via email so we can work with you and Stripe to resolve the issue.
-

4. RIGHT OF WITHDRAWAL (COOLING-OFF PERIOD)

- 4.1. In accordance with Brazilian consumer law (Decreto 7.962/2013), students have the right to withdraw from this contract within 7 (seven) calendar days from the date of first payment or from the first scheduled lesson date, whichever occurs first.
- 4.2. To exercise the right of withdrawal, the student must send clear written notice via email to the contact address on our website.
- 4.3. If withdrawal is exercised within this 7-day period:
- If no lessons have been attended, a full refund will be provided
 - If lessons have been attended, a pro-rated refund will be provided for unused lessons only
- 4.4. Refunds will be processed according to the processing time of the Stripe payment platform, starting from the date of receiving the withdrawal notice.
- 4.5. This right of withdrawal does not apply to individual lessons purchased outside of a package.
-

5. CANCELLATION AND RESCHEDULING POLICY

5.1. Student Cancellations and Rescheduling:

a) Notice Period: Students must provide at least 24 hours' advance notice to cancel or reschedule a lesson.

b) With Sufficient Notice: Lessons cancelled or rescheduled with at least 24 hours' notice can be rescheduled for any available time within 90 days from the original lesson date.

c) Late Cancellation or No-Show: If a student cancels with less than 24 hours' notice or fails to attend a scheduled lesson (no-show), the student may choose to:

- Reschedule the lesson to any available slot within the next 4 calendar days, or
- Forfeit the lesson (the lesson will be counted as completed and charged)

d) Emergency Rescheduling Allowance: Students may reschedule up to 30% of lessons in a billing cycle with less than 24 hours' notice (late rescheduling). Once this 30% limit is reached, any additional late cancellations or no-shows will result in forfeited lessons.

e) How to Cancel/Reschedule: All cancellations and rescheduling requests must be submitted via email or WhatsApp to ensure proper documentation.

5.2. Instructor Cancellations:

a) If we need to cancel a lesson, we will provide as much advance notice as possible and offer to reschedule the lesson or provide a credit for that lesson, entirely at the student's discretion.

- b) The student may choose to either reschedule the lesson for any available time or receive a credit that can be applied to future lessons or refunded if preferred.
- c) We will never charge students for lessons cancelled by the instructor.
-

6. REFUND POLICY

- 6.1. After the 7-day cooling-off period has expired, no refunds will be issued for prepaid billing cycles that have commenced, except as specified in this section.
- 6.2. Unused lessons from packages may be used within 90 days from the original scheduled date. After 90 days, unused lessons will expire and no refund or credit will be provided.
- 6.3. Refunds will be issued if we are unable to deliver the service due to circumstances on our end, including but not limited to:
- Extended illness or personal emergency preventing us from teaching;
 - Technical issues on our end preventing us from conducting lessons;
 - Permanent discontinuation of services.
- 6.4. In the event of a refund under Section 6.3, we will provide a full pro-rated refund for any unused lessons in the current billing period.
- 6.5. If services are terminated by us under Section 9.3 (termination with notice for non-misconduct reasons), a pro-rated refund for unused lessons will be provided.
- 6.6. All refund requests must be submitted in writing via email. Refunds will be processed according to the processing time of the Stripe payment platform.
- 6.7. Refunds will be issued to the original payment method used for purchase.
-

7. LEARNING MATERIALS AND INTELLECTUAL PROPERTY

- 7.1. We provide custom learning materials for each lesson through the Miro platform at no additional cost.
- 7.2. Each student will receive a unique link to their personal Miro whiteboard where all lesson materials, notes, and exercises will be stored.
- 7.3. All learning materials, lesson content, worksheets, exercises, presentations, and resources provided during lessons are the intellectual property of *Portuguese with Vi* and are licensed to the student for personal educational use only.
- 7.4. Students may not share, distribute, reproduce, sell, publish, or make available to third parties any learning materials without our prior written consent. This restriction is necessary to protect our intellectual property rights.
- 7.5. Students retain access to their Miro whiteboard and materials for personal study purposes as long as they remain active students or for 30 days after their last lesson, whichever is longer.
- 7.6. After 30 days of inactivity, we reserve the right to archive or delete student materials from the Miro platform, though we will provide reasonable notice before doing so.
-

8. RECORDING POLICY

- 8.1. We do not record lessons unless specifically requested by the student and approved in writing.

8.2. Students may not record lessons (audio or video) without obtaining prior written approval via email from the instructor.

8.3. If permission to record is granted:

- The recording is strictly for the student's personal educational use only
- The recording may not be shared, distributed, published, posted online, or used for any commercial purpose
- The recording remains subject to our intellectual property rights

8.4. Violation of this recording policy will result in immediate termination of services without refund and may result in legal action for intellectual property infringement.

9. TECHNICAL REQUIREMENTS AND RESPONSIBILITIES

9.1. Students are responsible for ensuring they have:

- A stable internet connection with sufficient bandwidth for video calls
- Access to Google Meet (free Google account required)
- A functioning camera and microphone
- Access to the Miro platform (free account)
- A quiet, suitable environment for learning

9.2. We are not responsible for technical issues on the student's end, including but not limited to internet connectivity problems, hardware failures, software incompatibilities, or power outages.

9.3. If a lesson cannot proceed due to technical issues on the student's end lasting more than 15 minutes:

- The lesson may be rescheduled subject to the cancellation policy in Section 5, or
- The lesson may be forfeited at our discretion depending on the circumstances

9.4. If technical issues on our end prevent a lesson from proceeding, we will reschedule or provide a credit as outlined in Section 5.2.

9.5. Both parties agree to make reasonable efforts to resolve technical issues promptly and to communicate clearly if problems arise.

10. STUDENT CONDUCT AND TERMINATION

10.1. Students are expected to conduct themselves in a respectful, professional, and appropriate manner during all interactions with the instructor.

10.2. **Immediate Termination Without Refund** - We reserve the right to immediately terminate services without refund for the following reasons:

- Harassment, threatening behavior, or abusive language toward the instructor
- Any form of discriminatory behavior or hate speech
- Sexual harassment or inappropriate conduct during lessons
- Repeated no-shows (50% or more in a single billing period without valid excuse)
- Violation of the recording policy

- Violation of intellectual property terms (unauthorized sharing of materials)
- Any behavior that makes the instructor feel unsafe, uncomfortable, or unable to provide quality instruction

10.3. Termination With Notice - We reserve the right to terminate services with 7 days' written notice for:

- Non-payment or repeated late payments (2 or more instances)
- Fundamental incompatibility in teaching/learning styles that prevents effective instruction
- Persistent scheduling conflicts that cannot be resolved
- Violation of these Terms and Conditions (other than those warranting immediate termination)

10.4. Termination by Student - Students may terminate services at any time by providing written notice via email:

- Refunds for unused lessons will only be provided as specified in Section 6
- Students are encouraged to communicate any concerns before terminating so we can attempt to resolve issues

10.5. Refund Policy Upon Termination:

- Section 10.2 (immediate termination for misconduct): No refund will be provided
- Section 10.3 (termination with notice for non-misconduct): Pro-rated refund for unused lessons will be provided
- Section 10.4 (student termination): Refunds only as specified in Section 6

10.6. Non-Discriminatory Practice: While we reserve the right to terminate services for legitimate business and professional reasons as outlined above, we will never refuse or terminate services based on a student's race, color, ethnicity, national origin, religion, gender, sexual orientation, age, disability, or any other characteristic protected under Brazilian law. Any termination will be for documented, legitimate, non-discriminatory reasons.

11. TIME ZONES AND SCHEDULING

11.1. Students are responsible for correctly accounting for time zone differences when booking lessons.

11.2. All lesson times will be confirmed via email and/or calendar invitation showing the time in the time zone appointed by the student.

11.3. We are not responsible for missed lessons due to time zone confusion on the student's part. Such missed lessons will be treated as no-shows under Section 5.1(c).

11.4. Students booking lessons from different time zones should verify the lesson time immediately upon receiving the confirmation.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

12.1. **Learning Outcomes:** We are committed to providing high-quality, professional instruction. However, learning outcomes vary significantly based on individual student effort, practice time outside of lessons, dedication, natural aptitude, and prior language experience. We make no

guarantees regarding specific learning outcomes, fluency levels, test results, or timeframes for language acquisition.

12.2. Educational Service: Our services are educational in nature and provided in good faith. We are not responsible for how students choose to use the Portuguese language skills they acquire or for any consequences arising from such use.

12.3. No Liability for Technical Issues: To the maximum extent permitted by Brazilian law, we are not liable for technical issues beyond our reasonable control, including internet service disruptions, third-party platform outages (Google Meet, Miro, Stripe), equipment failures, or force majeure events.

12.4. Limitation of Liability: To the maximum extent permitted by Brazilian law, our total liability for any and all claims arising from these Terms or our services, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the student for services in the current billing period (4 or 8 weeks).

12.5. Third-Party Platforms: We use third-party platforms (Google Meet for video calls, Miro for materials, Stripe for payments) to deliver our services. While we choose reputable providers, we are not responsible for any issues, data breaches, service interruptions, or failures related to these third-party platforms. Students should review the terms of service and privacy policies of these platforms.

12.6. No Waiver of Consumer Rights: Nothing in this Section 12 is intended to exclude or limit any consumer rights that cannot be excluded or limited under Brazilian law, including the Brazilian Consumer Protection Code (CDC).

13. PRIVACY AND DATA PROTECTION

13.1. We collect and process personal information in accordance with Brazilian data protection laws, including:

- Lei Geral de Proteção de Dados (LGPD - Law 13.709/2018)
- Brazilian Consumer Protection Code (CDC - Law 8.078/1990)
- Brazilian Civil Rights Framework for the Internet (Marco Civil da Internet - Law 12.965/2014)

13.2. **Personal Information Collected:** We collect and process the following categories of personal data:

- Identification data: Name, email address, country of residence, time zone
- Payment data: Processed by Stripe (we do not store complete credit card information)
- Educational data: Lesson history, attendance records, progress notes, learning materials accessed
- Communication data: Emails and messages exchanged through our communication channels

13.3. **Purpose of Data Processing:** We use this information solely to:

- Provide, deliver, and improve tutoring services
- Communicate with students about lessons, schedules, and service updates
- Process payments and maintain financial records
- Comply with legal obligations under Brazilian law

- Prevent fraud and ensure security

13.4. **Data Sharing:** We do not sell, rent, or trade personal information to third parties for marketing purposes. We share data only:

- With Stripe for payment processing
- With Google (Google Meet) and Miro for service delivery
- When required by Brazilian law or legal process
- With student consent for specific purposes

13.5. **Data Retention:** We retain personal data for:

- Active students: Duration of enrollment plus 5 years for legal compliance
- Former students: Up to 5 years after last lesson for legal and tax obligations
- Learning materials: 30 days after last lesson (unless student requests earlier deletion)

13.6. **Student Rights Under LGPD:** Students have the right to:

- Access their personal data
- Correct incomplete, inaccurate, or outdated data
- Request anonymization, blocking, or deletion of unnecessary or excessive data
- Request portability of data to another service provider
- Request information about public and private entities with which we share data
- Request information about the possibility of denying consent
- Withdraw consent for data processing

13.7. **Exercising Rights:** To exercise any of these rights, please contact us via email at the address provided on our website. We will respond within 15 days as required by LGPD.

13.8. **Data Security:** We implement reasonable technical and organizational measures to protect personal data. However, no internet transmission is completely secure, and we cannot guarantee absolute security.

13.9. **International Data Transfers:** Some of our service providers (Google, Stripe, Miro) may store data on servers located outside Brazil. These transfers are conducted with appropriate safeguards in compliance with LGPD.

14. MODIFICATIONS TO TERMS

14.1. We reserve the right to modify these Terms at any time to comply with legal requirements or to reflect changes in our services.

14.2. Notice of material changes will be provided via email to all active students at least 30 days before the changes take effect.

14.3. The updated Terms will also be posted on our website with the effective date clearly indicated.

14.4. Continued use of our services after changes take effect constitutes acceptance of the modified Terms.

14.5. If you do not agree to the modified Terms, you may terminate services as outlined in Section 10.4 before the changes take effect. In this case, you will be subject to the previous Terms until

your current billing cycle ends.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. These Terms are governed by and construed exclusively in accordance with the laws of the Federative Republic of Brazil.

15.2. Any disputes arising from these Terms or our services shall be subject to the jurisdiction of Brazilian courts.

15.3. In accordance with the Brazilian Consumer Protection Code (CDC), students who are natural persons (individuals) have the right to file lawsuits in the court of their place of residence in Brazil.

15.4. We strongly encourage students to contact us directly via email to resolve any concerns, complaints, or disputes before pursuing legal action. Most issues can be resolved through good-faith communication.

15.5. Students may also file complaints with Procon (Brazilian Consumer Protection Agency) or through the consumidor.gov.br platform, which facilitates dialogue between consumers and businesses.

16. GENERAL PROVISIONS

16.1. **Entire Agreement:** These Terms, constitute the entire agreement between you and *Portuguese with Vi* regarding the use of our services and supersede any prior agreements or understandings.

16.2. **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

16.3. **Waiver:** Our failure to enforce any provision of these Terms, or to exercise any right or remedy, shall not constitute a waiver of that provision, right, or remedy. Any waiver must be in writing and signed to be effective.

16.4. **Assignment:** You may not assign, transfer, or delegate your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction, including to any successor or purchaser of our business.

16.5. **Language:** These Terms are provided in both English and Portuguese. In the event of any conflict or discrepancy between the English version and Portuguese version of these Terms, the **Portuguese version shall prevail**, as this is a Brazilian business governed by Brazilian law and the Brazilian Consumer Protection Code.

16.6. **Survival:** Sections relating to intellectual property, confidentiality, payment obligations, disclaimers, limitations of liability, governing law, and any other provisions that by their nature should survive termination shall continue in effect after termination of these Terms.

16.7. **Force Majeure:** Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including natural disasters, war, terrorism, labor disputes, or government actions.

16.8. **Consumer Protection:** Nothing in these Terms shall be interpreted to limit, waive, or exclude any rights granted to students under the Brazilian Consumer Protection Code (CDC), Lei Geral de Proteção de Dados (LGPD), or any other applicable consumer protection legislation. Any clause that conflicts with mandatory consumer protection provisions shall be null and void.

17. CONTACT INFORMATION AND CUSTOMER SERVICE

17.1. For questions, concerns, scheduling issues, or notices regarding these Terms or our services, please contact us through the contact information provided on our website: **portugueseewithvi.com**

17.2. All formal notices, complaints, cancellations, terminations, and refund requests must be sent via email to ensure proper documentation and timely response.

17.3. We commit to responding to all student inquiries within 2 business days.

17.4. For urgent issues related to scheduled lessons (within 24 hours), please clearly mark your email as "URGENT" in the subject line.

17.5. **Complaint Channels:** If you are not satisfied with our response to your concern, you may:

- File a complaint with Procon (your local consumer protection office)
- Register a complaint through consumidor.gov.br (Brazilian government consumer platform)
- Seek resolution through the Brazilian judicial system

By registering for, paying for, or attending lessons with Portuguese with Vi, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. You also acknowledge that you have been informed of your rights under Brazilian consumer protection law, including your right to withdraw within 7 days and your right to file complaints with consumer protection agencies.