

# FLUENTSTAFF — TERMS OF USE

Last updated: 26.06.2026

Welcome to FluentStaff. By creating an account or using our application, you agree to be bound by these Terms of Use. Please read them carefully.

## 1. Acceptance of Terms

By accessing or using the FluentStaff platform ("Service"), you confirm that you are at least 18 years old, have the legal authority to enter into these terms, and agree to comply with all applicable laws and regulations.

## 2. Description of Service

FluentStaff provides a language learning platform designed for hospitality and service industry professionals. The Service includes self-paced lessons, exercises, interactive notes, and optional live coaching sessions with qualified teachers.

The platform also offers optional connection features that allow learners and employers to discover each other. However, language training is our primary service. Connection features are a convenience, not a guarantee of hiring outcomes.

## 3. User Accounts

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized use of your account. FluentStaff reserves the right to terminate accounts that violate these Terms.

### 3A. Employer / HR Accounts

If you register as an employer, hiring manager, or HR representative ("Employer"), you represent that you have the authority to bind your organization. Employers may:

- Post job opportunities for learners to view
- Search learner profiles (with consent from learners)
- Contact learners through the platform's messaging system

Employers agree not to:

- Require learners to pay for interviews, applications, or job placement
- Use learner data for any purpose outside of legitimate hiring
- Post misleading, fraudulent, or expired job listings
- Request, collect, or store sensitive personal data from learners (see Section 3A.1 below)

### **3A.1 — Prohibited Data Collection by Employers**

Employers may not request, collect, or store the following sensitive personal data from learners via the FluentStaff platform (including chat, job posts, or profile comments):

- Government-issued ID numbers (e.g., KTP, passport, SIM)
- Bank account or payment card details
- Medical or health information
- Biometric data
- Religious or political affiliation

Violation of this section results in immediate account termination without refund and may be reported to relevant authorities. Learners should report any such requests to [mayra@fluent-staff.com](mailto:mayra@fluent-staff.com) immediately.

### **3B. Connection Between Learners and Employers**

FluentStaff provides a language learning platform first. The ability for learners and employers to discover each other is an optional convenience, not our primary service.

We do not:

- Guarantee that any learner will find a job
- Guarantee that any employer will find suitable staff
- Vet, screen, or certify the qualifications of any learner beyond course completion
- Act as an employment agency, recruiter, or hiring intermediary

Any hiring, employment, or work arrangement made between a learner and an employer is solely between those parties. FluentStaff is not a party to, and bears no responsibility for, any employment contract, work performance, wage disputes, or termination decisions.

#### **4. Subscriptions and Payments (Learners)**

Certain features of the Service require a paid subscription or session credits. All fees are stated in Indonesian Rupiah (IDR) and are non-refundable except as required by applicable law or as stated in Section 4B below. Subscriptions renew automatically unless cancelled before the renewal date.

##### **4A. Employer Subscriptions**

Employers may purchase paid access to premium features (e.g., advanced search, direct messaging, featured job posts, or LMS access). Fees are stated in IDR and are non-refundable unless otherwise stated. Employer subscriptions renew automatically.

##### **4B — Service Interruption Refunds**

All subscription fees are non-refundable as stated in Section 4. The sole exception is:

If the Service is unavailable for more than 7 consecutive days due to a technical failure caused directly by FluentStaff (not including force majeure events listed in Section 11), affected users may request a pro-rated refund for the downtime period.

Refund requests must be submitted within 30 days of service restoration. Refunds are issued at FluentStaff's reasonable discretion after verification. Downtime of less than 7 consecutive days does not qualify for any refund.

#### **5. Intellectual Property**

All content on the FluentStaff platform, including lessons, exercises, audio, video, and course materials, is owned by or licensed to FluentStaff and protected by applicable intellectual property laws. You may not reproduce, distribute, or create derivative works from any content without our prior written consent.

### **5A. User-Generated Content (Job Posts, Messages)**

You are solely responsible for any content you post, including job listings, messages, and profile information. FluentStaff reserves the right to remove any content that is misleading, inappropriate, or violates these Terms without prior notice.

### **5B. Reporting and Takedown**

To report prohibited content or misconduct between users (e.g., harassment, fake job posts), contact [mayra@fluent-staff.com](mailto:mayra@fluent-staff.com). We will investigate and may suspend or terminate offending accounts.

### **5C. No Guarantee of Job Placement or Hire**

FluentStaff does not promise, guarantee, or imply that learners will receive job offers or that employers will receive applicants. Course completion does not constitute a professional certification or license unless explicitly stated.

### **5D — Certificates of Completion**

Course completion certificates are provided at FluentStaff's discretion and are not guaranteed unless explicitly stated in the specific course description.

When a certificate is issued:

- It certifies completion of lessons and assessments within our platform only
- It does not certify universal fluency, external exam readiness, or professional competence beyond our course scope
- FluentStaff reserves the right to revoke certificates if fraud or policy violations are discovered after issuance

Learners who complete a course without receiving a certificate may request one at [mayra@fluent-staff.com](mailto:mayra@fluent-staff.com), but FluentStaff has no obligation to fulfill such requests.

## **6. Acceptable Use**

You agree not to misuse the Service. Prohibited activities include, but are not limited to: sharing account credentials with others, using the Service to harass or harm others, attempting to gain unauthorized access to any part of the platform, or interfering with the proper functioning of the Service.

### **6.1 — Definition of Harassment**

Harassment includes, but is not limited to:

- Sending repeated unwanted messages after being asked to stop (more than 3 messages in 24 hours without a response)
- Threats of violence, legal action, or professional harm
- Discriminatory language based on race, ethnicity, religion, gender, sexual orientation, age, or disability
- Any sexual content, advances, or requests for romantic or sexual relationships
- Posting false or defamatory information about another user publicly

FluentStaff determines violations at its reasonable discretion. First violations may result in a warning; repeated or severe violations result in immediate account termination.

## **7. Limitation of Liability**

To the fullest extent permitted by law, FluentStaff shall not be liable for any indirect, incidental, special, or consequential damages arising out of your use of, or inability to use, the Service. Our total liability shall not exceed the amount you paid us in the three months preceding the claim.

### **7A. No Warranty**

The Service is provided "as is" and "as available." FluentStaff does not warrant that the platform will be uninterrupted, error-free, or that any learner will achieve employment outcomes.

### **7B. Limitation for User-to-User Interactions**

To the fullest extent permitted by law, FluentStaff disclaims all liability for any disputes, claims, damages, or losses arising from interactions between learners and employers, including but not limited to hiring decisions, job performance, wage issues, or termination.

## **7C — "Fluency" and "Fluent" Clarifications**

FluentStaff provides language training materials designed to help learners achieve functional fluency relevant to the hospitality and service industry.

"Functional fluency" means the ability to understand and respond to common hospitality scenarios covered in our course materials, including but not limited to:

- Greeting guests warmly
- Taking food and beverage orders
- Checking guests into a hotel or restaurant
- Handling basic guest complaints
- Giving simple directions or recommendations

Functional fluency does not include:

- Native-level pronunciation or accent
- Industry-specific jargon beyond our lessons
- Performance under high-pressure or emergency situations
- Writing complex business correspondence

However, FluentStaff does not guarantee:

- Complete or native-level fluency in any language
- That any learner will pass a specific external language certification exam (e.g., IELTS, TOEFL, CEFR)
- Any particular outcome in real-world workplace communication

Use of the word "Fluent" in our company name, product names, or course titles is aspirational and descriptive of our training approach, not a promise or guarantee of any specific outcome.

Language learning requires consistent practice and effort. The learner is solely responsible for:

- Practicing outside of the platform
- Applying what they learn in real or simulated environments
- Achieving their own desired level of fluency

Course completion or passing internal assessments indicates progress within the scope of our materials, not universal or native-level fluency.

## **8. Changes to Terms**

We may update these Terms from time to time. We will notify you of material changes via in-app notification or email. Your continued use of the Service after changes take effect constitutes your acceptance of the revised Terms.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

If you access the Service from outside the Republic of Indonesia, you do so voluntarily and are responsible for complying with all local laws where you reside.

However, the governing law for these Terms remains the laws of the Republic of Indonesia, and to the fullest extent permitted by your local jurisdiction, you agree to exclusive jurisdiction in the courts of Bali, Indonesia.

If your local consumer protection laws provide rights that cannot be waived, those rights remain unaffected, but all other aspects of these Terms will be interpreted under Indonesian law.

## **10. Contact**

*mayra@fluent-staff.com*

### **10A. Account Suspension and Termination**

We may suspend or terminate any account (learner or employer) that:

- Violates these Terms
- Engages in harassment, fraud, or misrepresentation
- Uses the platform to circumvent payment or scam other users
- Posts illegal or offensive content
- Collects sensitive data from learners in violation of Section 3A.1

## **11. Force Majeure**

FluentStaff is not liable for any delay or failure to perform resulting from causes outside our reasonable control, including natural disasters, internet outages, government actions, or pandemics.

## **FLUENTSTAFF — PRIVACY NOTICE**

Last updated: 26.06.2026

FluentStaff is committed to protecting your personal data. This Privacy Notice explains what information we collect, how we use it, and your rights regarding your data.

### **1. Data We Collect**

We collect information you provide directly, such as your name, email address, phone number, and account type when you register. We also collect data about your use of the Service, including lesson progress, exercise scores, and session history, to provide and improve our learning features.

### **2. How We Use Your Data**

We use your data to:

- Provide and personalize the Service
- Process payments and manage subscriptions
- Track your learning progress and completion
- Send important service notifications
- Improve our content and platform through analytics

### **2A. Data Shared Between Learners and Employers**

If you are a learner and choose to make your profile visible to employers, the following information may be shared:

- Your name, profile photo, language progress, completed courses, and any optional information you provide (e.g., work experience)

If you are an employer, your company name, job posts, and contact information may be visible to learners.

You control your visibility settings. Learners can opt out of employer discovery at any time in Account Settings.

## **2B. Employer Access to Learner Data (Corporate / LMS Feature)**

If an employer purchases a paid subscription to the Learning Management System (LMS) feature, they may track the progress of learners who are part of their own business or organization only (e.g., their existing staff members). This includes:

- Lesson completion
- Quiz and exercise scores
- Overall course progress

Employers may not access progress data of learners outside their organization. Learners will be informed when their employer enrolls them in the LMS, and continued use under that arrangement constitutes acknowledgment of data sharing with their employer.

FluentStaff does not share individual learner data with any third-party employer unless:

- The learner is actively employed by that business, and
- The employer has a valid LMS subscription, and
- The learner has been notified

Definition of "part of their own business": For the purposes of this section, "part of their own business" means learners who have a current:

- Employment contract with that specific legal entity, or
- Formal internship or apprenticeship agreement, or
- Active sponsorship or training relationship where the employer pays for the learner's subscription

Written proof of the relationship may be requested by FluentStaff. Employers may not access data of learners who work for affiliated companies (e.g., sister companies, franchises, or parent organizations) unless those learners are explicitly employed by the same legal entity that holds the LMS subscription.

### **3. Data Sharing**

We do not sell your personal data. We may share your data with trusted third-party service providers (such as payment processors and cloud hosting providers) solely to operate the Service. For corporate accounts with LMS access, we share relevant progress data with your organization's administrators as described in Section 2B.

### **4. Data Retention**

We retain your personal data for as long as your account is active or as needed to provide the Service. You may request deletion of your account and associated data at any time through Account Settings.

Special case for employer-sponsored LMS accounts: If your account is part of an employer-paid LMS subscription, your data deletion request may be delayed until:

- The employer's subscription ends, or
- The employer confirms in writing they have released your data, or
- 90 days pass after your employment ends (whichever is earliest)

You will be notified of any delay within 14 days of your deletion request. During this period, your data will only be visible to your employer, not to other users.

#### **4A. No Sale of Data**

We do not sell learner or employer data to third parties. Job post data is used only to facilitate connections on our platform.

### **5. Security**

We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, alteration, disclosure, or destruction. However, no method of transmission over the internet is 100% secure.

## **6. Cookies and Analytics**

Our mobile application does not use browser cookies. We may use analytics tools to understand how users interact with the Service. This data is aggregated and does not identify you personally.

## **7. Your Rights**

You have the right to access, correct, or delete your personal data. You may also object to certain processing or request data portability. To exercise these rights, please contact us at [mayra@fluent-staff.com](mailto:mayra@fluent-staff.com).

## **8. Children's Privacy**

The Service is not directed to individuals under 18 years of age. We do not knowingly collect personal data from children. If you believe we have inadvertently collected such data, please contact us immediately.

## **9. Changes to This Notice**

We may update this Privacy Notice periodically. We will notify you of significant changes via in-app notification or email. Your continued use of the Service constitutes acceptance of the updated Notice.

## **10. Contact**

[mayra@fluent-staff.com](mailto:mayra@fluent-staff.com)

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