

# Terms of Use

## Unlok Education Platform and Services.

These **Terms of Use** (the “**User Terms**”) govern your access to access and use of the “Unlok Education” platform and associated products, software and services (the “**Services**”) provided by Kenes Education BV and its affiliated entities (“**we**”, “**us**” or “**our**”).

### 1. Acceptance of User Terms

- 1.1. Your use of the Services is subject to and conditional upon your acceptance of and compliance with these User Terms. You may not use the Services if you do not accept these User Terms by:
- 1.2. Your clicking to accept or agree to these User Terms, where this option is made available to you in the user interface for any Service; or
- 1.3. Your actual use of the Services. In this case, you understand and agree that we will treat your use of the Services as acceptance of these User Terms from that point onwards.

### 2. Services

- 2.1. As a condition to your access to and use of the Services, you acknowledge, agree and undertake, as follows:
- 2.2. To use the Services solely for purposes that are permitted by (a) these User Terms and (b) all applicable laws, regulations and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software).
- 2.3. Not to engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 2.4. Not to sub-license, loan, provide, or otherwise make available, your right to use or access the Services or any part of them, in any form, in whole or in part to any person without our prior written consent;
- 2.5. Not to translate, merge, adapt, vary, alter or modify, the whole or any part of the Services or any content on it, nor permit the Services or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Services as permitted in these User Terms;
- 2.6. Not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services or any content on it nor attempt to do any such things.
- 2.7. You are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these User Terms and for the consequences (including any loss or damage which we may suffer) of any such breach.
- 2.8. You will not impersonate any real or fictional person or entity or perform any fraudulent activity.
- 2.9. You are at least 21 years of age.
- 2.10. To receive email communications from us, which we consider important for us to deliver the Services to you.
- 2.11. That the form and nature of the Services which we provide may change from time to time without prior notice to you.
- 2.12. That we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at our sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform us when you stop using the Services.

### 3. Usage terms

- 3.1. Use of the Services requires compatible devices, and certain software (including third party software) may be required or may need updating, and your use of the Services may be affected by the performance of these elements.
- 3.2. You must have a high-speed internet connection in order to access the Services. When accessing the Services through a mobile network, your network or roaming network may apply fees for data usage.
- 3.3. If you choose to complete a profile through the Services, you understand and agree that your profile will be discoverable and visible to other users.

#### 4. Content

- 4.1. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the “**Content**”.
- 4.2. We may permit your sharing and publishing of Your own Content through the Services, subject to these Terms and Conditions and our Privacy Policy (“Your Content”) and you grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual right to use Your Content on in relation to the Services. You understand that you are responsible for Your Content and it may be publicly available and You agree to waive any moral rights in Your Content. We have discretion whether to publish Your Content and we reserve the right without further notice to you, to monitor, censor, edit, remove, and/or delete any and all of Your Content at any time which we believe to be in violation of these Terms of Use or our Content related policies. We reserve the right to access, read, preserve and disclose any Your Content or any other information that we obtain in connection with the Services as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce this Agreement, including investigation of potential violations of it; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to your user support requests; or (v) protect the rights, property or safety of us, our users or the public.
- 4.3. You agree that you will not send, display, post, submit, publish or transmit Content that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person’s safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; and/or (x) breaches these User Terms.
- 4.4. We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service without further notice to you. We have complete discretion whether to publish your Content and have the right to delete any and all Content at any time which we believe breaches these User Terms.
- 4.5. You should be aware that Content presented to you as part of the Services, including but not limited to presentations, exhibitions, advertisements and sponsored Content within the Services are protected by our intellectual property rights or those of third parties such as presenters, exhibitors, sponsors, associations or advertisers who provide that Content to us (or by other persons or companies on their behalf). **You may not record, copy, capture, modify, rent, lease, loan, sell, publish, distribute or create**

**derivative works based on this Content (either in whole or in part) unless you have been specifically authorized to do so, in a separate written agreement.**

- 4.6. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- 4.7. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which we may suffer) by doing so.
- 4.8. Closed captioning and/or transcriptions is conducted by third party providers as a service solely for convenience. We do review for accuracy any information that appears in a closed caption or transcript. We make no representations or warranties, and expressly disclaims any responsibility or liability with respect to, any errors or omissions in, or the accuracy, reliability, timeliness or completeness of, any information that appears in a closed caption or transcript.
- 4.9. The Services may include hyperlinks to other web sites or content or resources. We may have no control over any web sites or resources which are provided by other companies or persons.
- 4.10. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 4.11. You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.
- 4.12. Please note that to the extent you are given rights to upload Content, we are unable to guarantee that such Content will not be copied, used or distributed by third parties. To the fullest extent permitted by applicable law, you hereby agree that we shall not be liable for any such unauthorized copying, use or distribution of such Content. The security measures we use to protect your Content are provided and used "as-is" and with no warranties, guarantees, conditions, assurances or other terms that such security measures will withstand attempts to evade them.
- 4.13. You will ensure that all Content uploaded by you complies with all guidelines or applicable laws that may apply to any promotional or marketing activities you carry out on or using the Services.
- 4.14. Unless we agree otherwise in writing, if you submit, transmit, display, perform, post or store Content on or using the Services, you grant us, and our sublicensees, to the fullest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licensable, non-exclusive, and royalty-free right to: (a) record, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such Content. Should such Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that we and our sub-licensees are allowed to use them to the extent indicated in these User Terms.
- 4.15. Users are expressly prohibited from promoting any and all products or services, except to the extent they are expressly permitted to do so under agreement with us or the other organizers of the event to which a User is given access. To the extent that you are so authorized to promote, administer, or conduct a promotion on, through or using the Services (a "**Promotion**"). , you must adhere to the following rules: (a) you may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions; (b) you will be solely responsible for all aspects of and expenses related to your Promotion, including, without limitation, the execution, administration, and operation of the Promotion, drafting and posting

any official rules, selecting winners, issuing prizes, and obtaining all necessary third-party permissions and approvals. We reserve the right to remove your Promotion from the Services if we reasonably believe that your Promotion does not comply with these User Terms or applicable law; (c) we are not responsible for and do not endorse or support any such Promotions. You will ensure that it is clear that the Promotion is yours and that we do not sponsor or co-sponsor the Promotion.

## **5. Messages**

We may permit you to send messages and communicate in other ways, with us and/or with other users via the Services (“**Messages**”). You are solely responsible for your Messages and the consequences of sending them, and expressly release us and agree to hold us harmless, from all and any liability arising from your Messages. You grant us (and we accept) a global right to use, store, and reproduce your Messages for the limited purpose of facilitating sending them to your chosen recipients (and we may also use third party service providers to facilitate the sending of your Messages). You represent and warrant that your Messages will not infringe any third party right of others. You acknowledge and agree that we may introduce policies relating to the Messages which may apply to Messages that you send and which you must comply with.

## **6. Acceptable Use Restrictions**

You must:

- 6.1. not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services or any operating system;
- 6.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Services, including by the submission of any material (to the extent that such use is not licensed by these User Terms);
- 6.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Services;
- 6.4. not use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 6.5. not collect or harvest any information or data from any aspect of the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services;
- 6.6. not access, search or create accounts for the Services by any means other than our publicly supported interfaces (e.g. “scraping” or creating accounts in bulk);
- 6.7. not use contact or other user information obtained from the Services (including email addresses) to contact other users outside of the Services without their express permission or authority, or to create or distribute mailing lists or other collections of contact or user profile information for other users for use outside of the Services; or
- 6.8. engage in ‘framing’, ‘mirroring’, or otherwise simulate the appearance or function of the Services.

## **7. Proprietary Rights**

- 7.1. You acknowledge and agree that we own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 7.2. Unless you have agreed otherwise in writing with us, nothing in these User Terms gives you a right to use any of our trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

- 7.3. If you have been given an explicit right to use any of these brand features in a separate written agreement with us, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of these User Terms, and our brand feature use guidelines as updated from time to time.
- 7.4. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 7.5. Unless you have been expressly authorized to do so in writing by us, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **8. Software License**

- 8.1. We hereby grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the Services as provided to you by us (referred to as the “**Software**” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these User Terms.
- 8.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by us, in writing.
- 8.3. Unless we give you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.
- 8.4. The Software may be updated from time to time from us. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit us to deliver these to you) as part of your use of the Services.

## **9. Privacy**

- 9.1. For information about our data protection practices, please read our privacy policy available on the website.
- 9.2. You agree to the use of your data in accordance with our privacy policies.

## **10. Termination**

- 10.1. These User Terms will continue to apply until terminated by either you or us as set out below.
- 10.2. We may at any time, terminate our legal agreement with you if: (A) you have breached any provision of these User Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these User Terms); or (B) we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or (C) the partner with whom we offered the Services to you has terminated its relationship with us or ceased to offer the Services to you; or (D) we are transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or (E) the provision of the Services to you by us is, in our opinion, no longer commercially viable.

10.3. When these User Terms come to an end, all of the legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time whilst these User Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## **11. LIMITATIONS OF LIABILITIES**

11.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, WE, AND OUR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

11.2. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11.3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES; (II) ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (IV) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; (V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

11.4. THE LIMITATIONS ON OUR LIABILITY TO YOU ABOVE SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11.5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.6. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR RELATED COMPANIES, AFFILIATES, SUBSIDIARIES, JOINT VENTURES, THIRD-PARTY SERVICE PROVIDERS, AND OUR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, AND DIRECTORS HARMLESS FROM ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OF THE TERMS BY YOU OR ANY OTHER LIABILITIES INCURRED BY US ARISING OUT OF YOUR ATTENDANCE OR PARTICIPATION OR ACCESS TO THE SERVICES.

## **12. Force majeure**

We are not liable if the Services or any part thereof are cancelled, rescheduled or postponed, or if there is any failure or delay to perform our obligations under these Terms or Use, if such event results from anything beyond our reasonable control (for example (a) power or server outages or issues (b) update or maintenance periods (c) as a result of a war, acts of God, flood, drought, earthquake or other natural disaster; (d) epidemic

or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; and (k) interruption or failure of utility service, (l) electronic or communications failure y) or anything else that renders performance of the Services, in whole or in part, impracticable, illegal or impossible.

### **13. Changes to User Terms**

13.1. We may make changes to these User Terms from time to time.

13.2. You understand and agree that if you use the Services after the date on which these User Terms have changed, we will treat your use as acceptance of the updated User Terms or Additional Terms.

### **14. Governing Law**

These User Terms are governed by and interpreted in accordance with the laws of Switzerland, excluding that body of law related to choice of laws. Any proceeding brought to enforce these User Terms or to adjudicate any dispute related to these User Terms must be heard in the courts of Geneva, Switzerland. Each party submits itself to the exclusive jurisdiction and venue of these courts for purposes of proceedings related to these User Terms, waives forum non convenience and similar defenses, and agrees that any service of process may be affected by delivery of the summons to the address for notice as specified herein.