GENERAL TERMS AND CONDITIONS NOVAKID INC.

1. GENERAL PROVISIONS

1.1 The present general terms and conditions (hereinafter: "GTC") shall regulate and specify the conditions of the registration made by the Users on the website located at www.novakidschool.com (hereinafter: "Website") and its subdomains operated by NovaKid Inc. (hereinafter: "Novakid", "Service Provider" or "Company"), furthermore the GTC defines the conditions and the related relevant circumstances of using the learning platform available at www.school.novakidschool.com (hereinafter: "Platform"), and the mobile application (hereinafter: "Application") operated by Novakid downloadable from the Apple App Store and Google Play web stores (hereinafter collectively referred to as "Webstores", separately as "Webstore").

Novakid provides age-appropriate online English classes for children. By attending the online classes available on the Platform, the children are able to learn English online individually or in groups with the help of an English teacher (hereinafter: "Teacher"), who is a contractual partner of Novakid.

Novakid also provides an Application which allows the Users to schedule the online Classes for their children, as well as to monitor their children's progress and to top up the balance of their User Account, and to get important notifications.

Novakid provides the Users with the use of the Platform, including English Classes in return for payment (hereinafter: "Payment"), and the Users are able to choose from multiple Payment Constructions according to their preferences.

Accepting the present GTC, the Privacy Policy, the Children's Privacy Policy and the Cookie Policy of Novakid (hereinafter: "Policies") is a prerequisite of registering a User Account on the Website. The Policies form an integral part of the present GTC and shall be construed in accordance with the provisions of the Policies.

2. DATA OF NOVAKID

- Company name: Novakid Inc.
- Registered seat: 548 Market St 8291, San Francisco, CA 94104-5401, United States of America
- File number in State of Delaware: 7190762
- E-mail address: support@novakidschool.com
- Language of the contract: English

3. DEFINITIONS

The following capitalized terms shall have the following meanings in the present GTC:

Application: The 'Novakid' mobile application (app) available in the Google Play web store [https://nvkd.onelink.me/Kf5i/website] and the Apple App Store [https://nvkd.onelink.me/Kf5i/website]. The Application is available on Android and IOS operating systems, it can be downloaded free of charge.

Balance: means a virtual balance, which holds the number of Classes the User purchased as a Package or a Subscription from Novakid.

Bonus Balance: shall mean a virtual balance which holds an amount of money in the User's currency and which can be used to fund part of the User's Payment Construction.

Class: shall mean an online individual or group class held for the User to study English and by a Teacher on the Platform.

Chat Service: means the virtual chat service available on the Website for the Users, which allows the Users to communicate with the Service Provider online.

Contract: means a specific contract concluded between the Service Provider and the User for the use of the Services.

E-Safety Policy: means the policy of Novakid for the purpose of providing a safe, secure and supportive environment for the Students. The E-Safety Policy shall form an integral part of the present GTC.

GTC: shall mean the present general terms and conditions of Novakid.

Package: shall mean a type of Payment Construction available for purchase by the User, which contains a certain number of Classes specified in the description of each Package.

Payment Construction: shall mean the payment constructions available for purchase on the Website for the Users. The Payment Construction is either a Package or a Subscription.

Platform: shall mean a special software package developed and maintained by Novakid, available at https://school.novakidschool.com/ designed for interaction between the Teachers and the Users and where the Classes are accessible by the User.

Premium Payment Construction: shall mean the type of Payment Construction in which the purchased Classes will be held by native English-speaking Teachers, regardless of whether the User bought a Package or Subscription.

Services: shall mean all services provided by Novakid accessible through the Website and the Platform.

Standard Payment Construction: shall mean the type of Payment Construction in which the purchased Classes will be held by non-native English Teachers with a high level of English proficiency, regardless of whether the User bought a Package or Subscription.

Student: means the minor between the age of 4 and 12 years, who is represented by the User and who attends the Classes provided on the Platform.

Subscription: means a type of a service that includes a regular, that is, a certain number of classes per week for a period of 28 calendar days (basic Subscription) or other Subscription period as stated below. Appropriate Payment Construction is available for purchase by the User, which is an automatically renewing payment and provides the User with a certain number of Classes per month specified in the description of each Subscription.

Subscription Period: means a recurring 28-day period starting on the day the User purchases a Subscription. During these 28 days, the User is entitled to participate in the Classes purchased with the Subscription. The Long Subscription period can be 84 or 168 days depending on the selected duration, and includes 3 or 6 periods of the basic Subscription.

Teacher: means a natural person who is in a contractual relationship with Novakid and teaches English for the Students via the Platform.

Trial Class: means the first practice lesson, when the Student's English language knowledge is determined, furthermore the Student and User are familiarized with the Platform.

User: any natural person who enters into a legal relationship with the Service Provider for the provision of the Services under the terms of the present GTC.

User Account: shall mean a personal page of a registered User on the Platform, which has a client part accessible to all Users and an administrative part with information of the owner of the Personal Account, concealed from other users of the Platform.

Website: means the website located at https://www.novakidschool.com operated by Novakid and all subdomains thereto through which Novakid provides the Services, including the Platform.

4. REGISTRATION OF THE USER, CONCLUSION OF CONTRACT

A Contract is concluded between Novakid and the User by the registration of the User through the Website, with the following steps:

4.1. The User, in order to access and use the Platform, must register through the Trial Class interface on the Website.

4.2. The service provided by Novakid is intended to be used by children, however minors under the age of 16 shall not register an account on the Website. Minors shall only use the Website and the Services with the approval of their legal guardian or representative (e.g. parent, foster parent, stepparent etc.).

4.3. The User hereby declares and warrants that he or she complies with the terms of this clause, is not incapacitated, furthermore, if his or her legal capacity is partially limited or incompetent the legal representative or the legal guardian shall represent him or her, furthermore understands and acknowledges the provisions of this GTC. In the event of any breach of this warranty, only the User or its legal representative or legal guardian violating the warranty shall be liable for any and all damages and costs incurred thereof.

4.4. During the registration the User's e-mail address, the first and last name, and their phone number are required. After entering the required data, the User shall choose the date of the Trial Class.

4.5. After completing the requested information in the registration interface and choosing the date of the Trial Class, the User declares that he or she has learnt and accepts the content of the present GTC and declares that he or she has learnt the Policy on the processing of his or her personal data.

4.6. After completing the registration and accepting the GTC and the Policies, the User sends its registration to the Service Provider. The Service Provider sends an e-mail

confirming the registration to the e-mail address provided by the User during the registration.

4.7. The User activates his or her registration by clicking on the link in the confirmation e-mail, thereafter the system activates the User's registration and therewith the Contract between the User and Novakid is concluded and User is considered to have accepted the Policies.

4.8. After the registration, the User may, at any time, correct or modify the data input errors or any of his or her data on the Platform, the Website and in the Application.

4.9. After the registration, the User can add their children's details to their account by providing the names and age of the children. Every child added by the User Account has a separate subprofile in the User Account to access their personal study materials.

4.10. The Service Provider is entitled to modify the detailed profile data of the User.

4.11. The Service Provider shall not be liable for any damages arising from data wrongly and/or incorrectly given by the User. The User can change the data given during the registration at any time. The registration shall be done once by the User, in case of further access to the Platform, this step is not required anymore.

4.12. The Service Provider shall not be liable for any damages arising from being the Users' e-mail address and/or password available to unauthorized persons. The User can request assistance from the Service Provider at the support@novakidschool.com e-mail address or via the online chat service available on the Website, in case the e-mail address and/or the password is forgotten, lost or becomes available to unauthorized persons.

4.13. Under the present GTC, the Contract between the parties shall be considered as a written contract in the English language. The Service Provider shall record the data of the User who concludes the Contract, the place and time of the Contract, and the data provided by the User during registration and the text of the GTC which is in effect at the time of the conclusion of the Contract. Upon the request of the User, the Service Provider sends information on the above to the User in writing. The information shall be considered written if the respective data is sent to the User's e-mail address given during the registration or later in the User Account.

4.14. The Website and the Application may be used by any User solely at his or her own risk and under his or her own responsibility.

5. THE SERVICES

Under this GTC, Novakid undertakes to provide the User with access to the Platform (including Classes), pursuant to the functions and contents of the payment options specified in the present GTC.

5.1. The Platform

The Platform allows Users to access their User Account and Classes. The User is able to access Classes only if he or she purchased a Payment Construction as set forth in section 6 of the present GTC.

To be able to participate in the Classes, the User needs a personal computer and internet access that meets the requirements listed below, which shall be procured by the User independently and at his or her expense. Novakid will not be responsible for the impossibility of providing the Classes, or poor quality thereof, due to the inappropriate functioning of the required software, hardware or internet access on the User's part.

5.1.1. Minimum technical requirements to be able to participate in the Classes:

- Operating system: Windows 7/8/8.1/10, Mac OS X 10.11 and later; for tablets: Android or iOS system;
- The latest stable user version of the Google Chrome Browser installed, with the setting of automatic update enabled;
- RAM: 2 GB or higher;
- CPU: dual-core processor, min. 1.8 GHz;
- A working microphone and camera;
- Internet connection: min. 10 Mbit/s.

5.1.2. Recommended technical requirements to participate in the Classes:

- Operating system: Windows 8/8.1/10, Mac OS 10.11 and later; for tablets: Android or iOS system;
- The latest stable user version of the Google Chrome Browser installed, with the setting of automatic update enabled;
- RAM: 4 GB and higher;
- CPU: dual-core processor, min. 2.2 GHz;
- A working microphone and camera;
- Internet connection: min. 35 Mbit/s.

5.1.3. For participating in Classes, the User shall allow access to the microphone and camera on his or her device.

5.1.4. The User acknowledges that Novakid will record a video and photo of the Classes for the purpose of controlling the quality of the Services that Novakid provides and for the purpose of investigating the claims of the User, furthermore to make the Student and the User able to re-watch and repeat a lesson. The video and photo of the Class shall be stored for 3, that is three years.

5.1.5 Therewith, the User agrees that specific photo or video records may in some cases be submitted to the Teacher, Novakid, state authorities or courts subject to legal grounds for such submission.

5.2. THE CLASSES

5.2.1. Trial Class

Before purchasing a Payment Construction, Novakid will hold a Trial Class for the User. Trial Classes are aimed to familiarize the Student and the User with the Platform, as well as to determine the level of English proficiency of the Student.

Completing a Trial Class is not a prerequisite for beginning the Classes, however without a prior assessment of the English language knowledge of the Student, he or she may only begin with the introductory level. The completion of the Trial Class is mandatory for the Student to begin learning at a higher level.

The Teacher of the Trial Class, contrary to the provisions set forth under section 5.2.2 of the present GTC, is selected by Novakid, and is not subject to the decision of the User.

The User is permitted to postpone or cancel a Trial Class not later than 8 that is eight hours before the start of the Trial Class. The User's failure to meet this specified deadline shall mean that the User agrees to the time of the Trial Class. If at the time set for starting the Trial Class the User is unavailable within the initial 5 that is five minutes, the Teacher may stop waiting for the User, and the Trial Class shall be considered to have been held. In this case, Novakid may refuse to hold a repeated Trial Class for the User.

The balance point provided by Novakid to the User after the registration shall only be utilized to complete the Trial Class and cannot be converted into standard or premium Balance point.

After the Trial Class, Novakid may recommend a Teacher as well as a Class schedule for the Student depending on the Student's proficiency. Novakid's assessment of the Student's

English proficiency may differ from the assessment that the User previously received from a third party.

5.2.2. Selecting a Teacher and scheduling the Classes

The User is allowed to select from the Teachers available depending on the Student's proficiency in English language and the desired schedule of the User.

Novakid is entitled to reserve time in a Teacher's schedule for Users with Subscription. However, if the User fails to pay the Subscription 24, that is twenty-four hours before the start of the Class, the reservation shall be cancelled.

The User may later request Novakid to change the Teacher and shall provide the reasons for such request. The Service Provider reserves the right to refuse such request of the User. In case the User refuses to take the Classes with the provided Teacher, the User may suspend the Classes in line with section 5.2.4 of the present GTC.

Novakid may replace the Teacher in its sole discretion, however, Novakid shall inform the User beforehand without undue delay, however not later than 1, that is one hour before starting the Class concerned. The scheduling of the Classes shall be in accordance with the type of Payment Construction purchased by the User.

5.2.3. Procedure of the Classes

The Class's starting time shall be the starting time set in the Class Schedule of the User. The User is able to join a Class via the Platform at the starting time of the Class by clicking on the "Enter class" button. In order to start the Class, both the Teacher and the Student shall be present in the virtual classroom.

The Class lasts for 25, that is twenty-five minutes from the scheduled starting time. If the User or the Teacher faces technical difficulties during the Class, for example they lose their internet connection and get disconnected, they are able to reconnect to the Class in the scheduled timeframe.

Only the presence of the Student is mandatory during the Classes, however Service Provider advises the User to be present at the Classes for the first 4 or 5 Classes of the Student to help the Student to get familiar with the interface of the Platform as well as the Teacher.

The Classes shall be held in the English language, and the Teacher is prohibited to use any other language during the Class, except when the User or the Student faces technical difficulties.

During the Classes, both the Student and the User should comply with the E-Safety Policy of the Service Provider. The video and photos of the Classes are recorded by the Service Provider in accordance with the Policy, and therefore the Classes are re-watchable by the Users and the Students to repeat the lesson.

At the end of every Class, the Teacher may provide the Student with homework which is preferably required to be done on the Platform by the next Class of the Student.

In order to leave the virtual Classroom, the Student or the User should click on the "X" symbol on the top right corner in the browser's window or click on the "Exit" button on the bottom right corner of the virtual Classroom.

The Class is considered to be conducted properly if the User has not notified The Service Provider about a complaint against the quality of the Class within 24, that is twenty-four hours from the time of the Class. The Service Provider reserves the right to consider the User's complaint on an individual basis and, if there are valid reasons, to return the lesson to the User's Balance.

5.2.4. Cancellation and postponement of Classes

Cancellation and postponement of the Classes by the User without a loss of Balance may be arranged not later than 8, that is eight hours before the start of the Class. The User's failure to meet this deadline shall mean that the User agrees to the proposed time of the Class, and if the Student is absent from such Class, Payment for it shall not be refunded to the User.

Without writing-off from the Balance, the User shall be entitled to a one-time postponement of Class with the Teacher for not less than 8, that is eight hours and not later than 1, that is one hour before the start of the Class to the Teacher's available time within the next 7, that is seven days. The number of possible postponements and/or cancellations of Classes without losing a place in the Teacher's schedule depends on the intensity of the User's Class schedule.

In such a case, if there is no available time in the Teacher's schedule within the period of 7, that is seven days, the User shall lose the place in the schedule and one Class shall be written off from the User's Balance. In case of postponement or cancellation of an already postponed Class (postponed for less than 8, that is eight hours and not later than 1, that is one hour before the start of the Class), one Class shall be written off from the User's Balance. Novakid reserves its right to consider the User's appeal if there is no time available in the Teacher's schedule.

The Teacher shall have the right to postpone and cancel Classes, having informed Novakid in advance. In this case, a substitute Teacher shall be assigned to the Class if the User accepts substitutions in his account.

If a substitute Teacher is not found for a Class, the User will be notified by the Service Provider of the cancellation and a Class will not be written off from the User's Balance.

5.2.5. Absence from the Classes

If the Student is absent from the Class on the Platform at the starting time scheduled for it, the Teacher shall wait for the Student for 25, that is twenty-five minutes. If the Student fails to start the Class in this timeframe, or if the User fails to notify the Service Provider in advance of the Student's impossibility to attend the Class, this Class shall be considered to have been held and shall be written off from the Balance of the User.

Classes that have not been held due to the Teacher's fault shall be subject to free cancellation (without writing it off from the User's Balance) or shall be postponed to another time in the Teacher's schedule convenient for the User.

5.2.6. Suspending the Classes

The User shall be entitled to suspend the scheduled Classes temporarily, by messaging the Service Provider via the Chat Service but for the timeframe of the suspension, the Classes scheduled by the User beforehand shall be erased from the Teacher's schedule, therefore these times will become free to schedule for other Users.

When the User decides to resume the Classes, the User and the Service Provider shall redetermine the Class schedule together.

5.2.7. Communication regarding the Classes

Communication between the User, the Teacher and the Service Provider regarding the classes shall be done via the Platform's chat service.

Novakid shall inform the User about the assignment of Classes, the cancellation of Classes, the appointment of a substitute Teacher and other events via an e-mail or an SMS message sent to the contact details provided by the User. Due to the nature of such communications, Novakid does not guarantee delivery of such messages.

The User shall inform the Service Provider about the postponement or cancellation of the Class via the Platform's or the Application's chat service.

5.3. The Application

The Application available for the User in the Webstores is developed by Novakid. The Application allows the Users to schedule the Classes, manage their Payments and to monitor their child's progress with the Classes and to get important notifications.

Once the User has downloaded the Application from one of the Webstores, he or she is able to log in to the Application with the details of their User Account.

6. PAYMENT CONSTRUCTIONS AND CONDITIONS

6.1. Payment of the User

In order to access the Services available on the Platform, the User must choose and pay for a Payment Construction on the Website. The User is able to pay for the Services via the Platform or the Application.

6.2. Payment Constructions

The User is able to choose Standard or Premium Payment Construction. In both Payment Constructions, the User is able to choose a Subscription or a Package. However, a Package is available for those Users only who registered on the Platform before 01.01.2021, except cases when the Administration holds special Promotions.

If the User chooses a Standard Payment Construction, the number of Classes purchased by them will be held by non-native English speaker Teachers with a high level of English proficiency.

If the User chooses a Premium Payment Construction, the number of Classes purchased by them will be held by native English speaker Teachers.

The price of the Payment Construction depends on whether the User chooses a Standard or a Premium Payment Construction and also on whether the User purchases a Subscription or a Package. The current prices of the different combined Payment Constructions are available on the Website.

6.2.1. Subscription

When the User chooses a Subscription and appropriate Payment Construction, he or she authorizes Novakid to make a recurring charge to their provided payment details every 28, that is twenty-eight days (4, that is four weeks) from enabling the Subscription, for a fixed amount of money indicated on the Website until they cancel their Subscription. Long Subscription is a one-time payment without auto-renewal.

The versions of the Subscriptions (Classes per week) available by the time of a Payment are indicated on the Website. If the Subscription version chosen by the User is not available anymore, however such Subscription is not canceled by the User, the deletion of that version of the Subscription shall not affect ongoing Subscription.

The User is able to schedule the purchased Classes on the Platform according to his or her preferences.

At the end of the Subscription Period, 50% of the price of the unused Classes will be transferred to the User's Bonus Balance. The 50% of the price of a single Class shall be calculated from the price the User bought the Subscription for.

The User may cancel the automatic renewal of the Subscription manually on the Platform or by sending a cancellation request to the Service Provider in the Chat Service not later than 1 working day before anticipated cancellation. Upon such request, Novakid shall cancel further automatic renewal of the User's Subscription.

The User has the right to suspend the Subscription for a period of up to eight weeks manually on the Platform or by sending a request to the Service Provider in the Chat Service not later than 1 day before the anticipated suspension. In this case, the next payment for Subscription will be postponed to the number of days for which the User has suspended the Subscription, and Lessons scheduled for the period of suspension will be cancelled automatically. During one calendar year, the User can suspend the Subscription for a maximum of eight weeks, but only once and for a period not more than four weeks per one Subscription.

6.2.2. Package

If the User purchases a Package, taking into account the provisions of clause 6.2 para 1, their Balance will be topped up by the number of Classes included in the Package selected by the User for purchase. The Package is not a recurring Payment Construction, therefore when the User used all the Classes on his or her Balance, he or she will not be able to access the Services until he or she makes a next payment as set forth in the present GTC, and Classes will not be added to the Balance until another purchase is made manually.

The size of the Packages (Classes per Package) available at the time of a Payment is indicated on the Website. Once the Package is bought, the number of the purchased Classes will immediately show on the User's Balance.

The User agrees that if there are unused lessons on the User's Balance during 90 that is ninety calendar days after the last used lesson in the Package purchased by The User

and if during this period the User does not use at least one lesson, service under the above Package is considered to be provided in full, and the Company does not have any obligations to refund the Payment to the User. In this case, the Balance in the User account becomes zero.

Package purchased by the User before the publication of the present GTC dated May 01, 2021 has the following conditions: if there are unused lessons on the User's Balance after 90 that is ninety calendar days from May 01, 2021 and if during this period the User does not use at least one lesson, the services under above Package is considered to be provided in full, and the Company does not have any obligations to refund the Payment to the User. In this case the Balance in the User account becomes zero.

6.2.3. Switching from Package to Subscription

The User is able to switch to a Subscription even after purchasing a Package in case Subscription is available for the user.

In the payment options on the Platform, the User is always able to purchase a Subscription. If there are any Classes in the User's Balance at the time of purchasing the Subscription, the Classes shall be fully converted into currency on the Bonus Balance of the User. The amount of currency of a single Class shall be calculated from the price the User bought the Package for.

6.2.4. Switching from Subscription to Package

The User may switch from Subscription to Package, taking into account the provisions of clause 6.2. para 1, by manually cancelling their Subscription on the Platform or by sending a cancellation request to the Service Provider in the Chat Service. Upon such request, Novakid shall cancel further automatic renewal of the User's Subscription.

Once the Subscription Period of the Subscription already purchased by the User has elapsed, the Packages will become available for the User to purchase on the Platform.

6.3. Bonus Balance

Every User has a Bonus Balance available in his or her User Account. The Bonus Balance is intended to hold an amount of money in the preferred currency of the User.

The amount available for the User on the Bonus Balance can be used to make a partial Payment when the User is purchasing a Payment Construction. Reducing the cost of the Payment Construction by using the currency available on the Bonus Balance cannot exceed 15% that is fifteen percent of the initial price of the Payment Construction.

The User is able to receive money onto their Bonus Balance by various methods, including inviting other people to the Website, with their unique referral link.

The Bonus Balance has an expiry date, which is shown in the User Account. Once the Bonus Balance expires it will be cleared of any currency and will amount to 0, and the amount that was available on the Bonus Balance before cannot be refunded to the User.

The amount available on the Bonus Balance cannot be withdrawn by the Users.

6.4. Promotions and discounts

Novakid is entitled to provide discounts (hereinafter: "Discounts") and special offer purchases and promotions (hereinafter: "Promotions") to the Users at dates and duration determined solely by Novakid, the availability and conditions of the Discounts and Promotions shall be indicated by the Service Provider on the Website or on the Platform to inform the User. The Service Provider is entitled to introduce, terminate, and modify the conditions of the Discounts and Promotions at its own discretion, of which change shall be without delay indicated on the Website or the Platform to inform the Users.

Novakid may also provide certain discount codes (hereinafter: "Discount Code") that can be used by the Users in a limited timeframe. Discount Codes provide either a percent off or a certain amount of money deducted from the full price of the Payment Constructions indicated on the Website.

6.5. Gifting Classes

Novakid may also provide Gift Classes as a present on different actions and competitions. More information about this can be found by asking the Novakid client service team.

6.6. Payment systems and issuing invoice

6.6.1. Payment system

Users are required to pay the total purchase price of the Payment Construction in order to participate in Classes. Users are able to pay the purchase price by providing the credentials of their credit or debit card or their PayPal account.

For the Users to be able to pay with debit or credit card, Novakid uses the services of Stripe and accepts the following types of credit cards:

- VISA
- VISA Debit
- MasterCard
- Discover
- JCB

- American Express

In all cases, the payment process related to the purchasing of the Payment Construction is processed by Stripe as a third-party payment processor, depending on the payment method chosen by the User for purchase which means the User shall be bound by the terms of that third-party payment processor.

6.6.2. Issuing invoice

Novakid will only issue an electronic invoice after the Payment of the User, which will be sent to the e-mail address provided by the User at registration or in the User Account.

6.7. Refunds

Upon the request of the User, Novakid may consider refunding the Payment of the User partially or in whole.

The User agrees that proportional discounts and proportional reductions in the cost of lessons resulting from bonus programs which have been used by him/her at the last payment shall be taken into account when calculating the cost of the used lessons to be deducted.

The cost to be refunded shall be determined based on the number of Classes in the Balance in case the User purchased a Package.

The User agrees that in case of a Subscription no refund is provided. Except for cases when no one lesson is used by the User under purchased Subscription or the Subscription is purchased by the User for the first time and Novakid received a notice of termination of the Agreement in the first 14 (fourteen) days from the date of the last payment made by the User. In this case the cost to be refunded shall be determined based on the number of Classes in the Balance. The User shall be refunded no more than the total price he or she paid at the time of purchasing the Payment Construction.

After Novakid's positive decision on the refund, Novakid shall arrange the refund within five (5) business days. The User shall receive the refund by way of the original Payment to the bank account from the User initiating the Payment, or to the bank account the User indicated in his or her request.

7. OBLIGATIONS OF THE USER

7.1. By registration, the Users are obliged to provide their and their child's data correctly. The User shall be liable for all damages and costs incurred by the Service Provider, the User or a third person as a result of the User providing incorrect data.

7.2. The User, in terms of the personal data and the documents uploaded by the User during and after registration, is obliged to comply with the applicable legislation. The User and the Student shall refrain from any conduct that violates the provisions of this GTC, the rights of others, or is otherwise unlawful, misleading, discriminatory or unfair.

7.3. The User and the Student may not upload viruses or malicious code and may not display any behaviour that overloads the Website, the Platform or the Application, or makes them inaccessible, or prevents their operation.

7.4. The User and the Student shall be liable for any damages (including any restitution) that arise at the Service Provider or at a third party, because the User or the Student has not complied with his or her obligations set out in the present GTC. Novakid reserves the right to remove, without delay and without notice to the User, any User content that violates the present GTC, or to exclude the User and the Student from any further use of the Service, if he or she publishes such content directly or indirectly.

7.5. The Service Provider expressly excludes any liability for any damages, including any restitution, arising from erroneous, false, ambiguous or unlawful content provided by the User or the Student.

7.6. The User and the Student are obliged to comply with the provisions of this GTC and of other bylaws of the Service Provider. Any damages, including restitution, resulting from the violation of such provisions shall be borne by the User. Novakid reserves the right to exclude such a User without any notice from the Service who violates the obligation set out in this clause.

7.7. The User acknowledges that if, for reasons of unlawful behaviour or of any other behaviour that infringes the current GTC or any other document the Service Provider publishes, the User is banned from the Services and the service fee already paid by the User shall not be recoverable.

8. AMENDMENT, TERMINATION OF THE CONTRACT

8.1 The Service Provider shall be entitled to amend the present GTC and it's integral parts unilaterally at any time. The Service Provider publishes the amendment GTC on the Website and notifies its Users thereon in a system message or in an e-mail sent to their e-mail address provided in the User Account. The amended GTC shall apply to the Services which are initiated both prior to and subsequent to the publication of the amended GTC.

8.2 The User shall be entitled to cancel his or her registration at any time by sending an e-mail to the support@novakidschool.com e-mail address or via the Chat Service, which shall also mean the termination of the Contract concluded with the Service Provider. By cancelling the registration, the User's profile will be terminated, therefore the User cannot access Classes anymore.

8.3 The Service Provider shall be entitled to unilaterally terminate the Contract with immediate effect, if the User violates any of its obligations set out in this GTC and in any other bylaws of the Service Provider or in applicable law.

8.4 If the Service Provider detects, becomes aware, furthermore the possibility arises that the User registered and / or uses the Application without the consent of the legal representative or legal guardian in case of minor User under the age of 16, or the legal guardian in case of incapacitated User or User with partially limited capacity, the Service Provider is entitled to notice the User to verify in a reliable way in a reasonable time, but not more than 5, that is five days that the consent of the legal representative or the legal guardian has been given. If the User does not verify in a reasonable way the consent of the legal representative or the legal guardian, the Service Provider is unilaterally entitled to terminate the Contract with an immediate effect and to delete the User Account.

8.5 The Service Provider reserves the right to terminate the Contract concluded by accepting this GTC.

8.6 Novakid shall notify the User on the termination of the Contract by sending a message to the e-mail address or phone number provided by the User during registration.

9. INTELLECTUAL PROPERTY

9.1 By accepting this GTC, the User acknowledges that the Services, including, but not limited to, data, information, pictures, texts, music, audio contents, any other contents, illustrations, user interfaces, audio and video clips, editorial content, as well as scripts and software used for the implementation of Services, contain such proprietary information and material the right holders of which is Novakid, and which are protected by applicable intellectual property or other legislation, including, but not limited to, copyright protection. The User accepts that they may not use such proprietary information or contents in any other manner than the private, non-commercial use of the Services set out in this GTC. It is prohibited to reproduce any part of the Services in any form or by any means unless expressly permitted by this GTC. The User acknowledges that he or she may not, in any way, modify, let, sell or distribute the Services or the Application or any part thereof, and he or she shall not be entitled to use the Service in any manner expressly not permitted.

9.2 The Novakid name, the Novakid logo and any other trademarks, illustrations and logos used in relation to the Service are trademarks of the Service Provider or the Service Provider has the right to use them. The User shall have no rights or no right of use in respect of the above-mentioned trademarks or intellectual property.

9.3 The content of the Application and the Website, including, but not limited to, its graphic elements, text and technical solutions, the layout and design of the Application and the Website (including the Platform) interface, the software and other solutions, ideas and implementation used, as well as the content on the Website or on the Application published by the Service Provider are the intellectual property of the Service Provider protected by copyright. The copying thereof, in whole or in part, violates copyrights.

9.4 The use of the Application and the Website shall under no circumstances result in the source code being decrypted or deciphered by anyone or in any other way infringe the intellectual property rights of the Service Provider. It is also forbidden to adapt or decrypt the content or any part of the Application or the Website; to unfairly create a User Account; the use of any application by which the Application or the Website or any of its part can be modified or indexed (e.g. search bot, or any other decryption).

10. EXCLUSION OF WARRANTY, LIMITATION OF LIABILITY

10.1 The Users may only use the Services at their own risk and accepts that the Service Provider shall not be liable for any material damages or personal infringements arising in connection with the use, apart from the liability for damages caused deliberately, by gross negligence or criminal offenses, as well as for breaches of contract causing death or injuries to physical integrity or health.

10.2 The Service Provider excludes any liability for the User's or the Student's conduct. The User and the Student are fully and exclusively liable for their own conduct, including the data and other documents recorded in the Application and on the Website, in such a case, the Service Provider shall cooperate fully with the competent authorities to detect infringements.

10.3 Novakid shall be entitled but shall not be obliged to monitor the content that may be made available by the User in the course of the use of the Services, and the Service Provider shall be entitled but shall not be obliged to look for signs of illegal activity with respect to the recorded videos or photos of the Classes. The User acknowledges that the Service Provider does not assume any obligations or liability for any data which are edited or uploaded by the User.

10.4 The User shall be liable to the Service Provider for any damages sustained by the Service Provider caused by the User's or the Student's non-compliant and/or unlawful use of the Services.

10.5 In lack of the prior written consent of the Service Provider, the User is not entitled to use the Services for advertising or other promotional or political purposes.

10.6 If the User detects any objectionable content (which, in particular, violates the rights or legitimate interests of others, is defamatory, humiliating, abusive, inflammatory, of sexual content and threatens minors, etc.) or observes unusual operation on the Services, he or she shall immediately notify Novakid thereon. If the Service Provider finds the notification well-founded, it shall be entitled to cancel or modify the information immediately.

10.7 The Service Provider shall operate the Services with reasonable diligence and expertise. The Service Provider will do its best to ensure the continuous availability of the Services available on the Website and on the Application, however, due to the nature of the Internet, the Service Provider cannot guarantee the continuous operation and the continuity of the Services. The Service Provider shall not assume any liability for any direct or indirect

damages caused by technical shutdowns, breaks independent of the Service Provider or destructive applications or programs placed by third parties. Furthermore, the Service Provider shall not assume any liability for any direct or indirect damages caused by breakdowns, pauses or any other defects, inaccessibility may occur at the service providers (e.g. Google, Apple) used by the Service Provider. The Service Provider will take all reasonable steps to ensure the visits on the Website and on the Application and the use, safety and reliability of the Website and the Application, however, technical errors may still occur, and the Service Provider presumes that the User acknowledges the possibility of such technical errors.

10.8 Novakid does not make any further statements and undertakes no further warranties regarding the Services, thus, in particular, it does not warrant that:

- The User may use the Services without interruption and without error. The User acknowledges, that the Service Provider may remove, from time to time, the operation of the Services for an indefinite period, or suspend or terminate the operation of the Service for technical, operational reasons at any time, on which, if possible, the Service Provider informs the User;

- The Services will be free of loss, malfunction, attack, viruses, intervention, interference, hacking or other harmful interference affecting security, which events are considered as Force Majeure events, and for which the Service Provider shall in no way be held liable. It is the User's responsibility to make backups on or from his or her system prior to, during and after the use of the Services, including any content or data used in connection with the Application and the Platform.

10.9 The User agrees to use the Platform, the Website and the Application only for purposes permitted by these GTC as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. Specifically, the User agrees and warrants that in using the Platform, the Website and the Application, the actions of the User do not contravene the laws, rules, or regulations of (1) the country, state, or locality where you reside, or (2) the country, state, or locality where the Platform, the Website and the Application is located or operates. This includes complying with applicable export and import restrictions as well as other restrictions. The User represents and warrant that in using the Platform, the Website and the Application, the User is not nor will be at any time in the future: (i) located in a country embargoed by the United States; (ii) the target of any sanctions program that is established by Executive Order of the President or published by

the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (iii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56 or any Executive Order of the President issued pursuant to such statutes; (iv) the target of Executive Orders 13660, 13661, 13662, 13686 and associated laws and regulations pertaining to Ukraine; (v) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons"; (vi) a resident of any nation that is on the U.S. Treasury Department's list of Specially Designated Nationals; or (vii) listed or designated on the United States Commerce Department's Table of Deny Orders; or (viii) the United Nations Security Council, the European Union, Her Majesty's Treasury , or other relevant sanctions authority.

11. Miscellaneous provisions

11.1 Novakid may communicate its legal statements relating to this GTC with effect to the User in a system message sent to the e-mail address provided by the User during registration. The system message shall be considered to be delivered to the e-mail address registered by the User at the time of sending it. The data stored by the Service Provider's IT system shall be applicable to determine the sending time of the system message.

11.2 Novakid is entitled to place advertisements or other marketing-related content at any time on the Website or in the Application.

11.3 Novakid reserves the right to make changes or corrections to the Website or the Application without prior notice at any time. The Service Provider also reserves the right to place the Website under a different domain name.

11.4 Any dispute arising from this Contract shall be governed by the laws of the State of California USA without giving effect to any principles of conflicts of laws. The sole and exclusive jurisdiction for any dispute arising out of or in connection with this Contract shall be settled in an appropriate state or federal court in San Francisco County, State of California. By accepting this GTC, the User hereby irrevocably waives objection to and consent to the jurisdiction of the courts of the State of California, United States of America.

11.5 This GTC shall enter into force upon publication on the Website and shall remain in force until its cancellation or amendment.

Please accept the present GTC only, if you agree with the above. If you have any further questions regarding the GTC, please contact us at support@novakidschool.com.

Previous version: September 30th 2021