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GENERAL TERMS AND CONDITIONS

NOVAKID INC.

1. GENERAL PROVISIONS

1.1 The present general terms and conditions (“**GTC**”) shall regulate and specify the conditions of the registration made by the Users, as well as the access and use of the Services and the websites located at www.novakidschool.com and help.novakidschool.com (collectively referred to as “**Websites**”, and separately as a “**Website**”) and its subdomains operated by Novakid Inc., 548 Market St 8291, San Francisco, CA 94104-5401, USA (“**Novakid**” or “**Service Provider**”), furthermore the GTC define the conditions and the related relevant circumstances of using the learning platform available at www.school.novakidschool.com (“**Platform**”), and the mobile application (“**Application**”) operated by Novakid and downloadable from the [Apple App Store](#) and [Google Play](#).

1.2. Novakid provides age-appropriate online English classes for children. By attending the Classes available on the Platform, children are able to learn English online individually or in groups with the help of an English Teacher, who has contractual relations with Novakid. Novakid also provides an Application that allows Users to schedule online Classes for the Students and monitor their progress, as well as to top up the Balance of the User Accounts, and get important notifications.

1.3. Accepting the present GTC, the [Privacy Policy](#), the [Children’s Privacy Policy](#), and the [Cookie Policy](#) of Novakid (collectively referred to as: “**Policies**”) is a prerequisite for registering a User Account and accessing the Website, the Application, and the Platform and using the Services. The Policies form an integral part of the present GTC and shall be construed in accordance with the provisions of the present GTC.

2. DEFINITIONS

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

Balance: a virtual balance that holds the number of Classes the User purchased from Novakid.

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

Chat Service: the virtual chat service available on the Website and in the Application for the Users, that allows Users to communicate with the Service Provider online.

Contract: a specific contract concluded between the Service Provider and the User for using the Services.

Premium Teacher Category: the type of the Services when the purchased Classes are held by native English-speaking Teachers.

Services: services or a part of the service provided by Novakid and accessible through the Website, Application, and Platform.

Standard Teacher Category: the type of the Services when the purchased Classes are held by non-native English Teachers with a high level of English proficiency.

Student: the minor between the age of 4 and 12 years, or in some cases of older age, if defined by the Service Provider for the certain type of Services, who is represented by the User and who attends the Classes provided on the Platform.

Subscription: means a type of the Service that includes a certain number of classes per week for a Subscription Period.

Subscription Period: a recurring period starting on the day when the User activates the purchases Subscription according to the terms of the Service Provider. During this period, the User is entitled to participate in the Classes purchased with the Subscription.

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

Trial Class: 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: an account under the name of the registered User on the Platform in relation to the Services subscribed by the User.

3. REGISTRATION OF THE USER, CONCLUSION OF THE CONTRACT

3.1 To access and use the Platform, the User must register through the Website or the Application and accept all terms of these GTC and the Policies. You may also allow the Website and the Application to interact with social networks to access and use the Platform.

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

3.3 The User hereby declares and warrants that the User complies with the terms of this clause, and is not incapacitated, furthermore, if the User's legal capacity is partially limited or incompetent the legal representative or the legal guardian shall represent the User, 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.

3.4 After completing the registration and accepting the GTC and the Policies, the Service Provider activates the User Account and therewith the Contract between the User and Novakid is concluded. The Service Provider has a right to send e-mails confirming the registration to the e-mail address provided by the User during the registration.

3.5 After registration, the User can add the Student's details to their account by providing the names and ages of the Student. Every Student added by the User Account has a separate sub-profile in the User Account to access their personal study materials.

3.6 The Service Provider shall not be liable for any damages arising from data wrongly and/or incorrectly given by the User. The Service Provider should be not obliged but is entitled to modify the detailed profile data of the User.

3.7 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. In a case, when the e-mail address and/or the password is forgotten, lost, or becomes available to unauthorized persons the User can request assistance from the Service Provider via the Chat Service.

3.8 You may use the User Account only for personal, non-commercial purposes. The Website, the Platform, and the Application may be used by the Users solely at their own risk and under their own responsibility.

4. THE SERVICES

4.1 The Platform allows the User to access the User Account and the Classes. The User is able to access the Classes only if the User purchased a Subscription unless otherwise not specified by the Service Provider.

4.2 Before the User purchases a Subscription, Novakid has a right to provide a free Trial Class for the User. The Trial Classe is aimed to familiarize the Student and the User with the Platform, as well as to determine the level of English proficiency of the Student. The completion of the Trial Class is mandatory for the Student when required by Novakid. The Teacher of the Trial Class is selected by Novakid and is not subject to the decision of the User. After the Trial Class, Novakid may recommend a Teacher as well as a Class schedule for the Student depending on the Student's English proficiency. Novakid's assessment of the Student's English proficiency may differ from the assessment that the User previously received from a third party.

4.3 To be able to participate in the Classes, the User needs internet access and access to the microphone and camera on the User's device, which shall be procured by the User independently and at the User's expense. All detailed information about the technical requirements of the device is placed on the Website. 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.

4.4 During the Classes, both the Student and the User should comply with the Privacy Policy of the Service Provider. 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.

4.5 The User agrees that specific photo or video records may in some cases be stored for a longer or shorter period of time if legally required and may be submitted to the Teacher, Novakid, state authorities, or courts subject to legal grounds for such submission or in cases when where it is economically more feasible for Novakid.

4.6 The User is allowed to select from the Teachers available depending on the Student's English proficiency and the desired schedule of the User. Novakid may replace the Teacher at its sole discretion, however, Novakid shall inform the User about that where applicable.

4.7 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 scheduled Class.

4.8 The Class is considered conducted properly if the User has not notified Novakid about a complaint against the quality of the Class within 24 (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.

4.9 Cancellation and postponement of the Classes by the User without a loss of the Balance may be arranged not later than 8 (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 even if the Student is absent from such a Class, the Class is considered conducted properly. The Teacher shall have the right to postpone and cancel Classes, having informed the Service Provider in advance. In this case, a substitute Teacher shall be assigned to the Class if the User accepts substitutions in the User 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.

4.10 Communication between the User, the Teacher, and the Service Provider regarding the classes shall be done via the Platform. Novakid shall inform the User about the assignment of Classes, the cancellation of Classes, the appointment of a substitute Teacher, and other events. Due to the nature of such communications, Novakid does not guarantee the delivery of such messages. The User shall inform the Service Provider about the postponement or cancellation of the Class via the Platform or the Chat Service.

5. TYPES OF SUBSCRIPTIONS AND CONDITIONS

5.1 The User is able to choose Standard or Premium Teacher Category as defined in these GTC. In order to access the Services available on the Platform, the User must choose and pay for a Subscription on the Website or in the Application. The current prices of the different Subscription types are available on the Website. When a Subscription Period ends unused classes expire and cannot be used by the User or carried over to a new Subscription Period or otherwise, except as expressly clarified by Novakid. By purchasing the Subscription you agree to the posted pricing and payment terms as we may update them from time to time.

5.2 When the User chooses a Subscription, the User authorizes Novakid to make a recurring charge until the User cancels the Subscription. The frequency of debiting recurring charges depends on the Subscription Period and is specified by the Service Provider. Your Subscription will renew automatically and you authorize the Service Provider to charge the applicable subscription fees at the then-applicable rate and taxes for the Subscription to your credit card at each renewal term. Please note that the already billed Subscription fees are non-refundable. Novakid may cancel your Subscription without prior notice if we cannot process payment through the provided payment method.

5.3 If the type of Subscription chosen by the User is not available anymore, however, such a Subscription is not canceled by the User and this Subscription still exists for the User under the terms determined in the User Account, that shall not affect ongoing Subscription chosen by the User until the User receives a notification from Novakid.

5.4 The User is able to schedule the purchased Classes on the Platform according to the terms of these GTC during the Subscription Period.

5.5 At the end of the Subscription Period, the unused Classes can only be transferred to the User's Bonus Balance by the Service Provider, if that is expressly stated and applicable according to the Subscription terms and conditions, chosen by the User. If not provided otherwise, Service Provider keeps the unused lessons on the User's Balance only until cancellation of the Subscription, expiration of the applicable Subscription Period, or failure of the User to make a payment according to the Subscription terms and conditions, chosen by the User.

5.6 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 (one) business day before the anticipated cancellation. Upon such request, Novakid shall cancel further automatic renewal of the User's Subscription. Additional terms or charges may apply in connection with the User's cancellation of the Subscription.

5.7 The User has the right to suspend the Subscription only for a certain period of time indicated on the Website. The User can suspend the Subscription manually on the Platform, or by sending a request to the Service Provider in the Chat Service, but in any case not later than 1 (one) business day before the anticipated suspension. In this case, the next payment for the Subscription will be postponed to the number of days for which the User has suspended the Subscription, and the Classes scheduled for the period of suspension will be canceled automatically.

5.8 Additionally to the Balance in the User Account, the User may have a virtual balance that shows a number of funds in the User's currency available for the purchasing of the Subscription or renewing of the Subscription Period ("**Bonus Balance**"). Novakid is solely responsible for establishing the rules for the use of a Bonus Balance at its own discretion, provided that in any case no more than 15% of the Subscription price can be deducted using the Bonus Balance in order to pay for the Subscription or to renew the Subscription Period. The amounts available on the Bonus Balance cannot be withdrawn or otherwise transferred by the User from the User Account.

5.9 If the User instead of purchasing the Subscription previously purchased a certain number of Classes to its Balance (“**Package**”), the User agrees that if the User does not use at least one Class during 90 (ninety) calendar days after the last used Class in the Package, the Service under the above Package is considered to be provided in full and the Balance in the User Account becomes zero. In this case, the Service Provider does not have any obligation to refund the payment or otherwise compensate the User with the unused Classes. The same rules apply when the User obtained a certain number of Classes to its Balance by converting User’s Subscription into a Package by the Service Provider in the previous periods, by participating in the Promotions of Novakid, or by receiving a bonus or similar compensation from the Service Provider.

5.10 Novakid is entitled to provide discounts (“**Discounts**”) and special offer purchases and promotions (“**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 (“**Discount Code**”) that can be used by the Users in a limited timeframe.

5.11 The payment process related to the purchasing of the Subscription is processed by a third-party payment processor, depending on the payment method chosen by the User, which means the User shall be bound by the terms of that third-party payment processor. The User will get an electronic invoice issued by a third-party payment processor after the processed payment. An electronic invoice will be sent to the e-mail address provided by the User at registration or will be available in the User Account.

5.12 Upon the request of the User, on a case-by-case basis and depending on the grounds of such a request, 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 resulting from bonus programs that have been used by the User at the last payment shall be taken into account when calculating the cost of the used Classes to be deducted.

5.13 Unless otherwise stated by terms of the Subscription chosen by the User, normally for cases when no lesson is used by the User under the purchased Subscription or the Subscription is purchased by the User for the first time and Novakid received a notice of termination of the Contract in the first 14 (fourteen) days 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 such User paid at the time of purchasing the Subscription.

5.14 After Novakid's positive decision on the refund, Novakid shall arrange the refund within 5 (five) business days, however, the final term for the processing of the refund depends on the third-party payment processor.

5.15 All payments under the Contract shall be made by the User in time and without delay in order for Novakid to ensure the proper provision of the Services. If the payment is overdue the Service Provider has a right not to provide the Services and terminate the Contract with the User or suspend the provision of Services at its own discretion.

6. OBLIGATIONS OF THE USER

6.1 By registration, the User is obliged to provide the User's and the Student'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.

6.2 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.

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

6.4 Novakid reserves the right to remove, without delay and without notice to the User, any content made available by the User that violates these GTC, or to exclude the User and

Student from any further use of the Service, if any of the User or the Student publishes such content directly or indirectly through the Website, Application, or the Platform.

6.5 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.

6.6 The User and the Student are obliged to comply with the provisions of this GTC and of other terms and conditions set by the Service Provider. Any damages, including restitution, resulting from the violation of such provisions shall be borne by the User. In case of a violation, Novakid reserves the right to restrict or remove access of a User to the Service without any notice.

6.7 The User acknowledges that if, for reasons of unlawful behavior or of any other behavior that infringes the current GTC or any other terms and conditions set by the Service Provider, the User is banned from the Services and the amounts already paid by the User for the Service shall not be recoverable.

6.8 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.

6.9 The User represents and warrants 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.

7. AMENDMENT, TERMINATION OF THE CONTRACT

7.1 The Service Provider shall be entitled to amend the present GTC and its integral parts unilaterally at any time and publish the amendment GTC on the Website. The amended GTC shall apply to the Services which are initiated both prior to and subsequent to the publication of the amended GTC.

7.2 The User shall be entitled to cancel the registration at any time via the Chat Service, which shall also mean the termination of the Contract concluded with the Service Provider. By canceling the registration, the User Account will be terminated, therefore the User cannot access the Classes anymore.

7.3 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 terms and conditions set by the Service Provider or in applicable law.

7.4 If the Service Provider detects, and becomes aware, furthermore the possibility arises that the User registered and/or uses the Website or Application without the consent of the legal representative or legal guardian in case of a minor User under the age of majority, or the legal guardian in case of incapacitated User or User with partially limited capacity, the Service Provider is entitled to notify the User to verify in a reliable way in a reasonable time, but not more than 5 (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 immediate effect and to delete the User Account.

7.5 The Service Provider reserves the right to terminate the Contract with the User at any time and at its own discretion. Novakid shall notify the User of the termination of the Contract by sending a message to the e-mail address or phone number provided by the User during the registration.

8. INTELLECTUAL PROPERTY

8.1 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 the User may not, in any way, modify, let, sell, or distribute the Services or the Application or any part thereof, and shall not be entitled to use the Service in any manner expressly not permitted.

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

8.3 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, except for the content that may be made available by the User in

the course of the use of the Services, are the intellectual property of the Service Provider protected by copyright. The copying thereof, in whole or in part, violates copyrights.

8.4 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 any application by which the Application or the Website or any of its parts can be modified or indexed (e.g. search bot, or any other decryption).

9. EXCLUSION OF WARRANTY, LIMITATION OF LIABILITY

9.1 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.

9.2 The Services are provided on an “as is” and “as available” basis. The Service Provider (and its affiliates, suppliers, partners, and agents) makes no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaims any warranties or conditions, including the implied warranties of merchantability, fitness for a particular purpose, and etc.

9.3 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. The Service Provider shall be entitled but not obliged to monitor the content that may be made available by the User in the course of the use of the Services and 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 made available, edited, or uploaded by the User or the Student.

9.4 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.

9.5 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.

9.6 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, the User 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.

9.7 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 of the third parties used by the Service Provider.

9.8 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; and 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.

10. MISCELLANEOUS PROVISIONS

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

10.2 Novakid may assign, transfer or otherwise dispose of our rights and obligations under these GTC, in whole or in part, at any time without notice to you. You may not assign or transfer any rights under these GTC. In the event that any part of these GTC shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions, and provisions which shall continue to be valid to the fullest extent permitted by law.

10.3 Novakid reserves the right to make changes or corrections to the Services without prior notice. The Service Provider also reserves the right to change the domain name of the Website or any changes in connection with the Application at any time.

10.4 Any dispute arising from this Contract shall be governed by the laws of the State of Delaware, 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 Delaware. By accepting this GTC, the User hereby irrevocably waives objection to and consent to the jurisdiction of the courts of the State of Delaware, USA.

10.5 All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless Novakid agrees otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into the Contract, you are waiving the right to a trial by jury or to participate in a class action.

10.6 These GTC shall enter into force upon publication on the Website and shall remain in force until its cancellation or amendment by the Service Provider. You can contact us via the Chat Service if you have any questions regarding these GTC.