

EDUnino, s.r.o.

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registered with the Regional Court in Brno, file C 123827

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General Terms and Conditions for the Use of the Electronic Systems “Education” and “Testing” of EDUnino, s.r.o.

1. Introduction

- a. These terms and conditions govern all contractual relationships that EDUnino, s.r.o. (“EDUnino”) enters into with its clients in connection with the use of its electronic systems “Education” and “Testing”.
- b. All contractual relationships are concluded in accordance with the laws of the Czech Republic. Where the contracting party is a consumer, relationships not covered by these terms and conditions are governed by the Civil Code (Act No. 89/2012 Coll.) and the Consumer Protection Act (Act No. 634/1992 Coll.). Where the contracting party is not a consumer, relationships not covered by these terms and conditions are governed by the Civil Code (Act No. 89/2012 Coll.).
- c. Any disputes arising from contracts concluded under these terms and conditions between EDUnino, s.r.o. and its clients will be resolved by the Czech courts in accordance with the applicable laws of the Czech Republic.
- d. These terms and conditions are available on the websites www.edunino.cz, www.edunino.com, www.edunino.online and www.brainmondo.com, so that the client can archive and reproduce them.

2. Definitions

- a. The electronic systems “Education” and “Testing” are EDUnino’s websites www.edunino.cz, www.edunino.com and www.edunino.online, the other product websites of individual courses, and the programs created by EDUnino intended for use by the client (the “website”).
- b. A client is a legal or natural person who has concluded a contract with EDUnino whose subject is the provision of digital content and services in EDUnino’s electronic education and testing systems.
- c. A client who is a consumer is any person who, outside the scope of their business or independent profession, concludes a contract with EDUnino or otherwise deals with it.
- d. A client who is not a consumer is a business. A business also includes any person who concludes contracts related to their own commercial, manufacturing or similar activity or in the independent exercise of their profession, or a person acting on behalf of or for the account of a business.

3. Use of the website and apps

- a. The client may not use the website or any part of it in any way other than for their own needs within the educational course; in particular, distributing, copying or further technical processing without EDUnino’s demonstrable consent is prohibited. Any interference by the client with the technical or factual content of the website is also prohibited.
- b. The information system for teachers is used by teachers to organise and record practice and testing. Teachers may use this system fully in line with the teaching process.

- c. When using the website, the client must take note of its technical system requirements (published on the product website) and comply with them.
- d. The client may use the apps (for mobile phones, tablets and personal computers) only on devices that have not been modified in breach of the security measures of the manufacturers of the mobile phones, tablets or computers.

4. Orders

- a. A binding order can be placed directly on the website or in the app, sent by email or post, or handed in person to an EDUnino sales representative.
- b. A correctly completed order is considered a proposal to conclude a contract. EDUnino reserves the right to refuse an order within three days of receiving it if:
 - i. it was placed by a person or company representative who has previously breached their obligations under a contract concluded with EDUnino, in particular by failing to pay the agreed fee properly and on time;
 - ii. fulfilling the order would be contrary to EDUnino's business policy or the law.

5. Conclusion of the contract

- a. The client agrees to the use of means of distance communication when concluding a contract with EDUnino. Any costs incurred by the client in using means of distance communication in connection with concluding the contract (internet connection, telephone calls, etc.) are borne by the client.
- b. The contract may be concluded in Czech or in other languages, provided this does not prevent its conclusion.
- c. If the client is a consumer, the proposal to conclude a contract (the offer) is EDUnino's placing of the offered course on the website or in the mobile app; the contract is concluded when the consumer sends the order request and EDUnino accepts the order. EDUnino will confirm this acceptance to the consumer without delay by an informative email sent to the email address provided; however, this confirmation does not affect the conclusion of the contract. The concluded contract (including the agreed price) can only be changed or cancelled by agreement of the parties or on statutory grounds.
- d. If the client is not a consumer, the proposal to conclude a contract is the buyer's order request for the course, and the purchase contract itself is concluded when EDUnino's binding acceptance of this proposal is delivered to the client or when the provision of services under the order begins.
- e. By concluding the contract, the client confirms that they have read these terms and conditions and agree to them. The client is made sufficiently aware of these terms and conditions before placing the order and has the opportunity to read them.
- f. Information about the individual technical steps leading to the conclusion of the contract is evident from the ordering process on the website, and the client can check and, if necessary, correct the data entered before sending the order.
- g. The concluded contract is archived by EDUnino for the purpose of its successful performance and is accessible only to EDUnino.

6. Delivery and payment terms

- a. EDUnino provides free demo access. Once payment has been made, the relevant features are enabled to the extent ordered. With online payment, the features are available immediately. With payment by

bank transfer, the features are typically available within 2 working days. The client is notified of the activation of the services by a payment document (invoice).

- b. For the services provided, EDUnino is entitled to a fee according to EDUnino's price list valid at the time the order is delivered to EDUnino. Prices include all taxes and charges. In the case of a contract for recurring performance, the price for one billing period (month) is the price stated in the price list divided by the number of months for which the contract was concluded.
- c. EDUnino accepts payments by bank transfer, payments by MasterCard, Visa, Visa Electronic or Maestro cards through an online payment gateway, and any other payment methods shown in the ordering process.
- d. The fee is payable on the basis of the confirmed order by sending a Payment Request to the client. The Payment Request is due on the 7th day after its issue, unless agreed otherwise. EDUnino will issue a tax document to the client within 15 days of receiving payment.
- e. EDUnino reserves the right to make the start of the provision of services conditional on payment of a deposit in the agreed amount and manner.

7. Complaints and withdrawal from the contract

- a. The client has the right to make a complaint about a service provided if it does not have the declared properties and parameters.
- b. In the event of a content error, EDUnino will make an immediate correction, which will be published as soon as possible (app update).
- c. EDUnino is entitled to withdraw from the contract if:
 - i. the client is in default with payment of EDUnino's fee;
 - ii. the client demonstrably damages the good name of EDUnino or its trademarks;
 - iii. the client uses the system in breach of Article 3 of these terms and conditions.
- d. The client is entitled to withdraw from the contract if EDUnino demonstrably interrupts the provision of services completely for more than 5 working days, except in cases caused by force majeure. The period of interruption begins when the client notifies EDUnino in writing or by email of the interruption and asks it to remedy the situation.

8. The consumer's right to withdraw from the contract

- a. If the contract is concluded by means of distance communication (via the internet), the consumer has the right to withdraw from the contract without giving any reason within 14 days of its conclusion, provided they have not started using the service. The withdrawal must be sent to EDUnino within this period.
- b. To withdraw from the purchase contract, the consumer may also use the model form that forms an annex to these terms and conditions. The consumer may send the withdrawal to the address of EDUnino's business premises or to EDUnino's email address.
- c. If the consumer withdraws from the contract under the preceding paragraphs, EDUnino will return the money received from the consumer within 14 days of the withdrawal and, if technically possible, in the same way as EDUnino received it, unless the consumer expressly specifies otherwise.
- d. The consumer's right to withdraw from the contract ends when, at the consumer's express request, they start using a service that they were able to try out in the usual way (the apps normally supplied allow the product to be fully tried out). An express request of the consumer within the meaning of the

previous sentence also includes the case where the consumer logs in to the website with their access details. A service available for trial means unlimited demo access to the service.

- e. The consumer does not have the right to withdraw from contracts:
 - i. where they were able to try out the complete service fully and thus assess its full functionality;
 - ii. for the supply of an audio or video recording or a computer program, if they have broken its original packaging;
 - iii. for the supply of digital content not supplied on a tangible medium, if it was supplied with the consumer's prior express consent before the end of the withdrawal period and EDUnino informed the consumer before concluding the contract that in such a case they have no right to withdraw.

9. Out-of-court resolution of consumer disputes

If a consumer dispute arises between EDUnino as the seller and a client who is a consumer, the consumer has the right to have it resolved out of court. The body for out-of-court resolution under Act No. 634/1992 Coll., on Consumer Protection, is the Czech Trade Inspection Authority (Česká obchodní inspekce). Full details of out-of-court resolution are available on its website www.coi.cz.

10. Personal data protection

- a. EDUnino declares that it protects personal data in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
- b. EDUnino undertakes not to present, transfer or otherwise handle personal data provided by clients when using the website without the user's consent. EDUnino is entitled to ask the client to verify the accuracy of the personal data provided.
- c. The client consents to the processing of personal data by EDUnino for the purposes of exercising the rights and obligations under the concluded contract, managing the user account and sending information and commercial communications to the client.

11. Final provisions

- a. The contractual relationship is governed by the laws of the Czech Republic.
- b. Different arrangements agreed between the parties in the contract take precedence over these terms and conditions.
- c. The client hereby expressly and without any reservation declares that they have no debts to EDUnino. If they do, the client will attach a specific list of these debts to their order.
- d. These terms and conditions take effect on 1 March 2023, replacing the previous terms and conditions.

This is an English translation of the Czech original. In the event of any discrepancy, the Czech version prevails.