

# EVOLVE PLATFORM USER AGREEMENT

**1. Definitions** In this Agreement, the following terms have the meanings ascribed to them:

- **"Company", "We", "Us", "Our"** refer to EvolveApp Inc, located at 8 The Green, Dover, Delaware (DE), 19901, including its subsidiaries and affiliates, and any entities created as a result of the reorganization of the Company.
- **"Platform Content"** includes all items posted on the Platform by the Company or third parties (with the Company's permission) including design elements, text, graphics, illustrations, virtual items, videos, software, music, sounds, notifications, and any other similar items, their collections or combinations.
- **"Platform"** refers to the computer program presented in objective form as a combination of data and commands including source code, databases, audiovisual works, other legally protected intellectual property objects, and all documentation for its use. The Platform is available as a website and an App.
- **"Platform Software"** refers to software developed by the Company (or third parties on behalf of the Company) for the Platform, including but not limited to all software, scripts, codes (HTML codes), and programs.
- **"User", "You", "Your"** refers to an individual who (1) uses the Platform and has accessed the Services; and (2) has agreed to comply with the Platform usage rules set forth in this Agreement by using the Platform.
- **"User Content"** includes (1) all publications made by the User on the Platform, including, but not limited to, comments, ratings, reviews, reports, feedback, videos, photos, and other media files, likes, opinions, and/or any other forms of activity available to the User, and (2) any other content created by Service Providers.
- **"Service Provider"** refers to a legal entity, sole proprietor, or individual having self-employed status, using the Platform to host their online courses or other content and subsequently providing access to such content to other Users.
- **"App"** refers to the mobile application for iOS and Android operating systems: Evolve App, which the User downloads onto a smartphone or other device.
- **"Updates"** refers to a software patch or package for the App that is periodically released by the Company, offered for free download by Users already using the App, and intended to fix non-functioning features of the App, eliminate bugs, or implement minor software components for greater security and compatibility with devices.
- **"In-app Purchase"** refers to the User's paid acquisition of additional capabilities and/or functionality for the App and/or the purchase of any virtual goods/services within the App. The following virtual goods/services/products are available to the User: access to content.
- **"Services"** collectively refers to the Platform Content and the Platform Software.

## **2. Acceptance of the Agreement** General Provisions

2.1. This User Agreement ("Agreement") defines the rules and procedures for using the Platform, the rights and obligations of Users, and regulates Users' behavior when accessing the Platform and Services.

2.2. The User accepts the terms of this Agreement by continuing to use the Platform.

2.3. This Agreement is binding for its parties (i.e., the Company and the User). The User may assign their rights under this Agreement only after obtaining prior written consent from the Company.

2.4. If you are the legal representative (parent, guardian) of a minor User, by using the

Platform, you automatically agree on your behalf and on behalf of such minor User to the terms of this Agreement.

### **Warning for Users**

2.5. If a User accesses the Platform and/or its Services through email or social networks (e.g., Facebook, Google), the User is automatically deemed to have accepted the terms of the user agreement of that social network.

2.6. The User acknowledges that their agreement with the mobile network provider ("Provider") will apply to the use of the App. The User also acknowledges that the Provider may from time to time charge the User for data transfer services when using certain features of the App, as well as any other fees and payments arising in connection with such data transfer, for which the User agrees to be responsible. If the User is not the bill payer for the Provider on the smartphone or other device used to access the App, it is assumed that the User has received permission from the bill payer to use the App.

2.7. The User is solely responsible for ensuring that the installed App is compatible with the technical features/capabilities of the smartphone or other device and/or other restrictions that may be applicable to the User and/or their smartphone or other device by third parties, including the Internet provider.

### **3. Platform Users General Criteria and Age**

3.1. To use the Platform, Users must meet the following criteria:

- Be at least 14 years old; and
- Not be restricted in the right to access the Platform and Services by a court decision that has entered into legal force, or in cases provided by applicable law or the terms of this Agreement.

### **Creating a Personal Account**

3.2. Use of the Services is possible both by Users who have undergone the process of creating a personal account and by Users who have declined such creation. Unregistered Users do not have access to the following Services: Participation in courses, access to assignments and discussions, creation of own courses.

3.3. To remove the aforementioned restrictions and gain full access, the User must create their own personal account. Upon completion of registration, the User receives a unique login and password.

3.4. The action of this Agreement applies equally in full extent (without any exceptions) both to Users with a personal account and without one.

3.5. To create a personal account, the User must provide the following information about themselves: Surname, first name, nickname, date of birth, gender, email, or data from social networks Facebook, Google. The User also has the option to upload a personal photo for self-identification.

### **4. Intellectual Property**

#### **User License**

4.1. The User is granted a non-exclusive, non-transferable, and non-sublicensable license ONLY for personal (non-commercial) use of the Services ("User License"). The User undertakes not to use the Services for any other purposes. The User is granted the aforementioned User License ONLY provided that ALL the conditions of this Agreement are met.

4.2. The User License automatically terminates upon the User's deletion of their personal

account. Nothing in this Agreement should be interpreted as a right for the User to obtain any other license to use the intellectual property owned by the Company or in its possession, other than the one granted above.

### **Company Intellectual Property**

4.3. The Company owns all proprietary rights, including rights to intellectual property on the Platform Software, while the Service Provider owns rights to intellectual property on the relevant Content. The Platform Software and Platform Content are protected by copyright under applicable civil law of the Russian Federation, as well as international treaties and conventions in the field of intellectual property protection.

4.4. USERS ARE PROHIBITED from copying, reproducing, modifying, compiling, distributing, displaying in any form, publishing, downloading, transmitting, selling (in whole or in part), transferring for a fee or for free, sublicensing, in any way distributing or using the Platform Content and Platform Software, except in cases where such actions are EXPRESSLY permitted by the terms of this Agreement or applicable law.

4.5. Nothing in this Agreement shall be construed as a transfer of any exclusive rights to the Platform Content (in whole or in part) and/or Platform Software to the User.

4.6. The Company owns all rights concerning trademarks, commercial (business) names, brands, logos, registered in its name ("Trademarks"). Such Trademarks are protected by applicable law and NOTHING in this Agreement shall be construed as a license for the User to use such Trademarks.

## **5. Platform Operation**

### **General Provisions**

5.1. The User agrees to comply with the following rules when using the Platform:

- Comply with all obligations undertaken by the User in connection with joining this Agreement; and
- Provide accurate information about themselves for creating a personal account; and
- Not impersonate any other person, including, but not limited to, not providing any third-party data (without obtaining direct, prior, and conscious consent from them) for creating a personal account; and
- Inform the Company about the theft of logins, passwords, or any other access keys of the User to the personal account; and
- Not provide third parties access to their account and/or logins, passwords, or other access keys; and
- Not upload, store, publish, distribute, post, advertise, send, provide access, or otherwise use User Content that (a) contains threats, discredits, offends, defames the honor and dignity or business reputation, or violates the privacy of other Users or third parties; and (b) is spam, bullying, vulgar or obscene, contains pornographic images and texts, scenes of sexual nature, including involving minors, or scenes of violence, including sexual, against people or animals; and (c) contains any forms of incitement to suicide and/or promotes or facilitates the incitement of racial, religious, ethnic hatred or enmity, promotes fascism or ideology of racial superiority, or contains extremist materials; and (d) promotes violation of the rights or legitimate interests of other Users or third parties or promotes crime or contains advice/guidelines/instructions for committing it; and (e) violates other rules of this Agreement or is prohibited under applicable law; and
- Not engage in any actions (using automation tools or without such tools) aimed at collecting any personal data of other Users; and

- Not undertake any actions and not assist third parties in actions aimed at undermining the operation of the Platform and/or Services, including, but not limited to, (a) uploading viruses or malicious code; (b) performing actions that may lead to the disconnection of the Platform and/or Services, disruption of the normal operation of the Platform or its software, or deterioration of the appearance of the Platform and/or Platform Content.
- Not undertake any other actions that are unlawful, fraudulent, discriminatory, or misleading.

### **Service Provider Usage of the Platform**

5.2. The Service Provider is entitled to use the Platform in accordance with its functional purpose to host online courses and other content on the Platform with the possibility of subsequently providing access to such content to other Users, and these Users pay the Service Provider compensation for the provided Services through the Platform mechanisms in the amount set by the Service Provider.

5.3. The Service Provider has the right to use the Platform exclusively for commercial or non-commercial purposes, without transferring access to the Personal Account to unauthorized third parties. Rights to use the Platform are not subject to sublicensing.

5.4. The right to use the Platform may be granted to the Service Provider for a specific period depending on the selected tariff plan. Upon expiration of the paid period, access to the Platform is restricted, and other Users' access to the online courses and other content posted by the Service Provider is suspended. The Service Provider has the right to extend the period of use of the Platform by paying for a new period. Periods specified in the tariff plan conditions are calculated in days based on one month being 30 calendar days. The specified period begins from the moment the Service Provider is granted access to the Platform.

5.5. Acceptance of this Agreement by the Service Provider signifies full consent to receive promotional and informational mailings (messages and notifications) from the Company. Such mailings are conducted to the email address provided by the Service Provider at registration, as well as through messaging applications (messaging). The Service Provider may at any time opt-out of receiving promotional and informational mailings in the following way:

- Send an email to the address: [support@evolveplatform.ai](mailto:support@evolveplatform.ai).

### **User Rights to Posted Content**

5.6. Users are prohibited from uploading any User Content that may belong to third parties or for which rights have not been granted to the User in the necessary extent. The User hereby undertakes the obligation to compensate the Company for ALL LOSSES AND LEGAL COSTS incurred by it in connection with claims by third parties that the published User Content infringes the intellectual property rights of such third parties.

5.7. It is not recommended for Users to upload any User Content that may contain confidential or other personal information. The Company recognizes any User Content as not containing confidential information at all, and therefore does not undertake any obligations to protect it from disclosure or infringements by third parties.

5.8. While the Company reserves the right to delete content that discriminates or violates human rights and/or the legislation of the Russian Federation, management or ownership of the Platform does not imply that the Company endorses, supports, guarantees, or believes in the information posted within the User Content. The User is responsible for their own protection and the protection of their device from viruses and other malicious software. The Company assumes no responsibility for damage caused by the use of the Platform, its

Services, and/or User Content (including its download).

5.9. The Company has the right at any time to review User Content for compliance with the requirements of this Agreement or applicable law. However, nothing in this Agreement should be construed as a direct obligation of the Company to conduct any independent review of User Content otherwise than at the request of other Users or third parties.

5.10. If you encounter User Content that violates the terms of this Agreement or the legal rights and interests of Users or third parties, you may submit your complaint in the following way:

- Send an email to the address: support@evolveplatform.ai.

5.11. If it is discovered that User Content violates the terms of this Agreement or the provisions of applicable law, the Company has the right at its own discretion, at any time, without the need to warn the User and without assuming any future liability, to completely delete such User Content, and in the case of repeated violations - to delete your personal account.

#### **Reviews of the Platform's Operation**

5.12. Each User may from time to time (but is not obligated to) leave or send their ideas, reviews, suggestions, or projects aimed at improving the operation of the Platform or the quality of the provided Services. Such reviews may be sent by the User in the following way:

- Send an email to the address: support@evolveplatform.ai.

5.13. In the case of sending such an idea, review, suggestion, or project, the User automatically grants us a non-exclusive, royalty-free, worldwide license (hereinafter "License") with the right to transfer and issue sublicenses to store, use, distribute, modify, launch, copy, publicly perform or display, translate your ideas, reviews, suggestions, or projects, and create derivative works based on them.

5.14. Any such information provided to the Company is automatically recognized as non-confidential.

## **6. Advertising on the Platform**

Advertising Placement by the Company

6.1. The Company has the right from time to time to place any advertising or marketing materials.

### **Advertising by Third Parties**

6.2. Platform Content may contain links to third-party websites and/or advertising or marketing materials about goods/services provided by such third parties ("Third Party Advertising"). THE COMPANY DOES NOT ASSUME ANY RESPONSIBILITY (1) FOR THE CONTENT OF THIRD PARTY ADVERTISING, NOR FOR THE AVAILABILITY, QUALITY, AND SAFETY OF THE PROMOTED GOODS/SERVICES IN SUCH ADVERTISING; and (2) FOR ANY LOSSES, DAMAGES, OR INJURY SUFFERED BY THE USER AS A RESULT OF READING SUCH ADVERTISING, USING THE PROMOTED GOODS/SERVICES.

6.3. In the event of accessing another site through posted Third Party Advertising, the Company cannot guarantee that such a website is safe for the User and/or their computer. Nothing in this Agreement shall be construed as an assurance, encouragement, recommendation, or incitement for the User to use Third Party Advertising, visit any third-party sites, or try, purchase, use any goods/services of third parties.

6.4. Issues related to the protection of Users' personal data when using Third Party Advertising are regulated by the Platform's Privacy Policy.

## **7. Compensation for Using the Platform**

### **General Provisions**

7.1. Before beginning to use the Platform, the Service Provider selects and pays for one of the current tariff plans, information about which is posted on the Company's website. The terms of the tariff plans are an integral part of this Agreement.

7.2. Upon expiration of the paid period, the Service Provider's access to the Platform is terminated, and other Users' access to the Content of the Service Provider is suspended.

7.3. In case of early termination of the Agreement at the initiative of the School or at the initiative of the Right Holder in connection with the School's violation of its obligations under this Agreement, the amount of the paid tariff plan is non-refundable.

### **Conducting Payments Through the Platform**

7.4. The Platform provides the possibility of paying for the use of the Service Provider's Content through the Platform. This opportunity is provided to the Service Provider for the purpose of optimizing the process of mutual settlements with Platform Users. In this case, the Company has the right to charge a commission from the payment, established by the tariff plan chosen by the Service Provider.

7.5. In case the Service Provider is an Individual, they are required to independently calculate and pay all applicable taxes in accordance with the legislation of the Russian Federation. The Service Provider bears full responsibility for the timely and complete fulfillment of all tax obligations arising from the receipt of income from the use of the Platform. The Platform is not a tax agent of the Service Provider and does not participate in the process of calculating or paying taxes on behalf of the Service Provider.

7.6. Platform Users may pay for access to the Service Provider's Content using various payment methods offered on the Platform. Payment for access to the Content is considered completed from the moment the funds are successfully debited using one of the available payment methods.

7.7. All payments are made through secure payment systems integrated with the Platform. The Platform uses modern encryption and data protection technologies to ensure the security and confidentiality of payment information. The Service Provider and the Platform do not store or process users' bank card data.

7.8. After making a payment, the user receives an electronic confirmation of the payment made, which can be used as proof of purchase to gain access to the Content.

7.9. The Platform is not responsible for losses or damages resulting from unauthorized access to the user's account or their bank accounts due to the user's failure to follow security measures. Users are required to immediately notify the Platform of any suspicious or unauthorized transactions on their account.

## **8. Making Purchases**

### **General Provisions**

8.1. From time to time, the User may be offered to make certain purchases including in-app purchases (hereinafter - Purchases) - making such a Purchase is the exclusive right, but not the obligation of the User. Purchases made by the User are not subject to an expiration/validity period, such Purchases (1) cannot be used outside the Platform (i.e., in real life), and (2) cannot be exchanged by the Company and/or third parties for any real goods/services, and (3) cannot be exchanged for any other Purchases made by the User within the Platform or any other Platforms (unless otherwise provided by the functional

capabilities of the Platform).

8.2. The User is duly notified by this Agreement that the purchase of a Purchase for a fee does not grant them any property rights to such Purchase. Instead, the User is granted a limited, non-transferable, non-sublicensable license to use the purchased Purchase within the Platform and exclusively for private (non-commercial) purposes.

8.3. The Company does not monitor and is not obliged to monitor Users for the proper functioning of certain Purchases. The User has the right to notify the Company at any time that a Purchase made by them is not working and/or its download to the User's smartphone or other device did not occur in full. In case the Purchase made by you is not working or did not download and it is not possible to replace it or fix it, we guarantee Users a refund of the money paid for the purchase of such Purchase. In this case, the refund will be made by the Platform in the same way that the User made the Purchase.

8.4. If the User is under 18 years old and they made Purchases, the Company assumes that the User has obtained all necessary prior permissions from their legal representatives (parents, guardians) to make such a purchase.

8.5. If you have any questions regarding the payment of a Purchase, you should address them directly to the Platform through which such purchase was made.

8.6. The User loses the right to refuse payment for a Purchase from the moment the Content is downloaded.

### **Payment Procedure**

8.7. Payment for a Purchase is made using real currency (money) and is conducted through the Platform.

8.8. All transactions made by the User in obtaining an In-app Purchase are subject to the rules of the User Agreement and other license agreements of the Platform used for the payment of such Purchase. By this Agreement, the User is duly notified that billing and transactions are carried out exclusively by the Platform. The Company does not have access to the list of transactions made by the User for the purchase of a particular Purchase. If the User intends to familiarize themselves more closely with the terms of In-App purchases, they need to follow the following link:

- for the App Store: <https://www.apple.com/legal/internet-services/itunes/us/terms.html>

## **9. Access to the Platform**

### **General Provisions**

9.1. The Company reserves the right to change or modify the Content of the Platform at any time without stating a reason, at its own discretion, and without the need to notify the User. The Company also reserves the right to modify, interrupt, or terminate the operation of part or all of the Platform at any time without any additional notification. In connection with the foregoing, the Company does not assume any responsibility to Users or third parties for any changes, modifications, deletions, discontinuations, terminations, or interruptions in the operation of the Platform.

9.2. The Company does not guarantee that the Platform and Services will be continuously available to the User. From time to time, the Company may encounter problems with the operation of equipment, Platform Software, or other malfunctions, which may require time to study and eliminate such problems. Such error correction may lead to failures, delays, or errors in the operation of the Platform. The Company reserves the right to change, revise, update, suspend, terminate, or otherwise alter the Platform at any time or for any reason without prior notice. You agree that the Company is not responsible for any losses, damages, or inconveniences caused by your inability to access or use the Platform during downtime or

termination of the Platform's operation. Nothing in the terms of this Agreement shall be construed as obligating Us to maintain the operation of the Platform without interruptions and failures.

### **Providing Updates**

9.3. From time to time, the Company may provide Updates and require their installation on the User's smartphone or other device. In this case, the User is solely responsible for installing the Updates and bears full responsibility for any losses, damages, injury, or lost profits caused to the User by untimely installation of Updates or failure to install them at all, incompatibility of installed Updates and smartphone/other device. The Company does not provide any technical support or internet connection to the User to enable access to the Services and/or their Updates.

### **Account Deletion**

9.4. The User has the right at any time to discontinue using the Platform by deleting their personal account.

9.5. In case (1) the User violates the terms of this Agreement or when the Company has sufficient grounds to believe that such violations have been committed; and/or (2) the User violates the intellectual property rights of the Company, other Users, or third parties; and/or (3) the User commits actions that are unlawful, violate the rights and interests of the Company, other Users, or third parties, or undermine the operation of the Platform or the ability of other Users to use the Platform; and/or (4) the User uses the Services or the Platform in a way that may lead to legal liability for the Company in the future; and/or (5) if required by applicable law or a competent government authority, the Company has the right without prior notice at any time to terminate (stop) the User's access to the Platform and Services by deleting their account. In the circumstances outlined in the previous paragraph, the User is prohibited from creating any other accounts on the Platform in the future.

9.6. In all cases of deleting the User's account or deleting the App from the User's smartphone or other device, all data and information posted by the User in the account and/or associated with it will be irretrievably deleted. The Company does not assume any responsibility for the deletion of such data and information, as well as for any harm, damage, losses, or lost profits caused to the User by such deletion and/or lack of access to the Services in general. Moreover, the User does not have the right to demand any compensation for the previously paid subscription.

### **Consequences of Account Deletion for Completed Purchases**

9.7. Regardless of whose initiative the deletion of the User's personal account occurred, the Company is not obligated to reimburse or compensate the User for the cost of previously made In-app purchases. By this, the User confirms that they will not demand and do not have the right to demand any compensation or money from the Company for unused In-app purchases.

## **10. Ask a Question**

10.1. If you have questions regarding the terms of this Agreement or the manner/method of their execution, you can address your question to us in the following way:

- Send an email to the address: [support@evolveplatform.ai](mailto:support@evolveplatform.ai).

10.2. Employees and representatives of the Company will make all possible efforts to respond to your inquiry within a reasonable period of time.



## **11. Liability**

11.1. General Provisions: The Company and its representatives are not liable to the User or third parties for:

- Indirect, incidental, unintended damage, including lost profits or lost data, harm to honor, dignity, or business reputation caused by the use of the Platform, its services, or other materials accessible through the Platform;
- Actions or content of other Users, goods, or services of third parties provided by other Users, even if access to them was provided through our Platform;
- Any cases directly provided for by the terms of this Agreement or applicable law.

11.2. Additional Obligations of the Company: In accordance with the requirements of the banking regulator, the Company is obliged to take measures to monitor and control content posted on the Platform to prevent fraudulent activity and ensure compliance with rules. The Company is required to:

- Ensure monitoring of content to prevent the dissemination of prohibited information;
- Assist the bank in monitoring transactions, report suspicious operations;
- Restrict access to the Platform for Users based on certain criteria (including account, email, IP address).

11.3. Limitation of Liability: Despite the previous provisions, the overall liability of the Company for any claims related to the use of the Platform or Services is limited to the maximum extent permitted by applicable law.

## **12. Dispute Resolution**

12.1. In case of any disputes or disagreements related to the execution of this Agreement, the User and the Company will make all efforts to resolve them through negotiations between them. If disputes are not resolved through negotiations, disputes shall be resolved in the manner established by the applicable legislation of the Russian Federation.

## **13. Final Provisions**

13.1. We may from time to time revise, supplement, or change the terms of this Agreement. Such changes are generally not retrospective. THE COMPANY DOES NOT ASSUME ANY OBLIGATION TO NOTIFY USERS ABOUT UPCOMING OR OCCURRED CHANGES TO THE TEXT OF THE AGREEMENT. By joining the terms of this Agreement, the User also takes on the obligation to periodically review the terms of this Agreement for any changes or additions. If after the changes or additions to the text of the Agreement the User continues to use the Platform, it means that they are aware of the changes or additions and have accepted them in full without any objections.

13.2. This version of the Agreement is effective from **September 1, 2024**.

13.3. Unless expressly stated in the provisions of this Agreement or directly arising from the norms of applicable law, the substantive law of the Delaware State (USA) applies to the terms of this Agreement.

13.4. The Privacy Policy of the Platform is an integral part of this Agreement.

13.5. If one or more terms of this Agreement lose their legal force or are declared invalid according to applicable law, the remaining terms of the Agreement do not lose their force and continue to operate as if the invalid or legally ineffective term did not exist at all.

13.6. Access to the Platform and its Services is provided to the User "as is". We do not promise, guarantee, imply, or ensure that the Services and Platform may or may not meet

your needs, goals, expectations, and in connection with this, we do not guarantee any specific result or consequences as a result of your use of the Platform and its Services.