

EVOLVE PLATFORM USER AGREEMENT

1. Definitions

In this Agreement, the following terms have the meanings ascribed to them:

- **"Platform Owner", "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 Platform Owner.
- **"Platform Content"** includes all items posted on the Platform by the Platform Owner or third parties (with the Platform Owner'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 Platform Owner (or third parties on behalf of the Platform Owner) 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 Content Providers.
- **"Content Provider"** refers to any individual or legal entity, other than Evolve, who, pursuant to a separate agreement with Evolve, uploads, submits, or otherwise provides course content, materials, or information to the Platform, and who may also provide personal data of its own users for the purposes of account creation, course enrollment, or analytics, and who may access analytics or reports about those users via the Platform.
- **"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 Platform Owner, 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 which serves as a learning management system (LMS) enabling the hosting, delivery, tracking, and management of online courses, training materials, and related services. This Agreement sets forth 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 Platform Owner and the User). The User may assign their rights under this Agreement only after obtaining prior written consent from the Platform Owner.

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 3rd party system (e.g. Slack, Microsoft), 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. If a User is legally bound to the Content Provider, the User is automatically deemed to have accepted the terms, policies, and agreements established by the Content Provider, including any consents required for the provision and processing of their personal data on the Platform.

2.7. 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.

2.8. The User is solely responsible for ensuring that the installed App or opened Website 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.

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, login, gender, email, or data from 3rd party systems (Slack, Microsoft) or 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 Platform Owner or in its possession, other than the one granted above.

Platform Owner Intellectual Property

4.3. The Platform Owner owns all proprietary rights, including all intellectual property rights, in and to the Platform Software, while the Content Provider retains all intellectual property rights in and to the relevant Content. The Platform Software and the Platform Content are protected by applicable copyright and intellectual property laws of the United States, including the laws of the State of Delaware, and by international treaties and conventions on the protection of intellectual property.

4.4. USERS ARE PROHIBITED from copying, reproducing, modifying, compiling, distributing, displaying in any form, publishing, 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 Platform Owner 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 Platform Owner 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.

Content Provider Usage of the Platform

5.1. The Content Provider is entitled to use the Platform in accordance with its intended functionality to host online courses and other content on the Platform, with the ability to grant access to such content to other Users. These Users may compensate the Content Provider for the provided services through the Platform's mechanisms, in the amount determined solely by the Content Provider.

5.2. The Content Provider may use the Platform exclusively for commercial or non-commercial purposes, provided that access to the Content Provider's account is not transferred to any unauthorized third parties. The rights granted to use the Platform are personal to the Content Provider and are not subject to sublicensing.

5.3. The right to use the Platform is granted to the Content Provider for a specific term, depending on the chosen subscription plan. Upon expiration of the paid term, the Content Provider's access to the Platform is restricted, and other Users' access to the online courses and other content posted by the Content Provider is suspended. The Content Provider may renew access to the Platform by purchasing a new subscription term. Subscription terms are calculated in days based on one calendar month being equal to 30 days, and the term commences from the moment access to the Platform is granted to the Content Provider.

5.4. By accepting this Agreement, the Content Provider consents to receive promotional and informational communications (including messages and notifications) from the Platform Owner. Such communications may include updates about services, features, and offers, and may be sent to the email address provided by the Content Provider at registration and/or through messaging applications. The Content Provider may opt out of receiving promotional

and informational communications at any time by following the unsubscribe instructions included in such communications or by emailing:

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

This opt-out does not affect the receipt of mandatory service-related communications, such as notices about account status, legal updates, or critical service issues.

User Rights to Posted Content

5.5. 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 Platform Owner 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.

5.6. It is not recommended for Users to upload any User Content that may contain confidential or other personal information. The Platform Owner 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.

5.7. While the Platform Owner reserves the right to remove any content that is discriminatory, violates human rights, or is otherwise unlawful under applicable laws of the United States, the management or ownership of the Platform does not imply that the Platform Owner endorses, supports, guarantees, or agrees with any information contained in User Content. Users are solely responsible for protecting themselves and their devices from viruses or other malicious software. The Platform Owner assumes no liability for any damage or loss resulting from the use of the Platform, its Services, and/or User Content (including the downloading thereof).

5.8. The Platform Owner 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 Platform Owner to conduct any independent review of User Content otherwise than at the request of other Users or third parties.

5.9. 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.

5.10. If it is discovered that User Content violates the terms of this Agreement or the provisions of applicable law, the Platform Owner 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

5.11. 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.

5.12. 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.

5.13. Any such information provided to the Platform Owner is automatically recognized as non-confidential.

6. Advertising on the Platform

Advertising Placement by the Platform Owner

6.1. The Platform Owner 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 PLATFORM OWNER 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 Platform Owner 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 Content Provider selects and pays for one of the current pricing plans, information about which is posted on the Platform Owner's website or shared with the Content Provider individually. The terms of the pricing plans are an integral part of this Agreement.

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

7.3. In case of early termination of the Agreement at the initiative of the Content Provider or at the initiative of the Platform Owner in connection with the Content Provider's violation of its obligations under this Agreement, the amount of the paid pricing plan is non-refundable.

Conducting Payments Through the Platform

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

7.5. In case the Content Provider is an Individual, they are required to independently calculate and pay all applicable taxes in accordance with the legislation of the country of their

residency. The Content 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 Content Provider and does not participate in the process of calculating or paying taxes on behalf of the Content Provider.

7.6. Platform Users may pay for access to the Content 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 Content 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. Access to the Platform

General Provisions

8.1. The Platform Owner 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 Platform Owner 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 Platform Owner 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 unless these provisions are included in the individual contracts between the Platform Owner and the Content Provider.

8.2. The Platform Owner does not guarantee that the Platform and Services will be continuously available to the User. From time to time, the Platform Owner 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 Platform Owner 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 Platform Owner 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 unless these provisions are included in the individual contracts between the Platform Owner and the Content Provider.

Providing Updates

8.3. From time to time, the Platform Owner 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 Platform Owner does not provide any technical support or internet connection to the User to enable access to the Services and/or their Updates.

Account Deletion

8.4. The User has the right at any time to discontinue using the Platform by deleting their personal account. However, in certain cases, deletion of the account may not be possible without the prior agreement of the Content Provider, if the Content Provider acts as the data controller for the User's personal data and remains responsible for managing such data on the Platform in accordance with applicable data protection laws. In such cases, the User must contact the respective Content Provider to request account deletion or data erasure.

8.5. In the following cases: (1) the User violates the terms of this Agreement or the Platform Owner has reasonable grounds to believe that such violations have occurred; and/or (2) the User infringes the intellectual property rights of the Platform Owner, other Users, or third parties; and/or (3) the User engages in unlawful actions, or actions that violate the rights and interests of the Platform Owner, other Users, or third parties, or interfere with the functioning of the Platform or impair the ability of other Users to use the Platform; and/or (4) the User uses the Services or the Platform in a way that could expose the Platform Owner to legal liability; and/or (5) if required by applicable law or a competent governmental authority – the Platform Owner may, without prior notice, at any time terminate the User's access to the Platform and Services by deleting their account. In such circumstances, the User is prohibited from creating any other accounts on the Platform in the future.

Additionally, the Content Provider may, at its sole discretion, delete the User's account due to its own internal policies or other reasons for which the Content Provider is responsible.

8.6. In all cases of account deletion – whether initiated by the User, the Platform Owner, or the Content Provider – or upon deletion of the application 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 Platform Owner assumes no responsibility for the deletion of such data and information, or for any harm, damage, losses, or lost profits suffered by the User as a result of such deletion and/or lack of access to the Services. Furthermore, the User has no right to claim any compensation or refund for any previously paid subscription.

Consequences of Account Deletion for Completed Purchases

8.7. Regardless of whose initiative the deletion of the User's personal account occurred, the Platform Owner is not obligated to reimburse or compensate the User for the cost of previously made 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 Platform Owner for unused In-app purchases.

9. Ask a Question

9.1. 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.

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

10. Liability

10.1. General Provisions: The Platform Owner 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.

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

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

11. Dispute Resolution

11.1. In the event of any disputes or disagreements arising out of or in connection with the performance of this Agreement, the User and the Platform Owner shall make good faith efforts to resolve them through negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to and finally resolved in accordance with the applicable laws of the State of Delaware and the United States, with exclusive jurisdiction and venue in the state and federal courts located in Delaware.

12. Final Provisions

12.1. We may from time to time revise, supplement, or change the terms of this Agreement. Such changes are generally not retrospective. THE PLATFORM OWNER 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.

12.2. The relationship between the Platform Owner and each Content Provider is governed by separate individual agreements duly executed by both parties. In the event the User is associated with, or acts under the authority of, a specific Content Provider, and there is a conflict or inconsistency between the provisions of this Agreement and the terms of the individual agreement between the Platform Owner and the respective Content Provider, the terms of the individual agreement with the Content Provider shall prevail to the extent of such conflict or inconsistency. Additionally, the Content Provider shall remain responsible as the data controller for any personal data of its Users provided to the Platform, and Users shall direct any data-related requests (including access, correction, or deletion) to the respective Content Provider where applicable.

12.3. This version of the Agreement is effective from **July 1, 2025**.

12.4. 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.

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

12.6. 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.

12.7. 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.