EVOLVE PLATFORM USER AGREEMENT

1. DEFINITIONS

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

- **"Company", "We", "Us", "Our"** refer to the following entity, which owns exclusive rights to the Platform:

  EVOLVEAPP INC.
  8 The Green, Dover
  Delaware (DE), 19901
  Contact: support@evolveplatform.ai

  including its subsidiaries and affiliates, and any entities created as a result of the reorganization of the Company.

- **"Customer"** means any legal entity that enters into an agreement with the Company for access to or use of the Platform or Services, provides one or more Users with access to the Platform, and, acting independently or jointly with others, organizes and/or carries out the processing of Users' Personal Data in connection with its use of the Services, including by determining the purposes and means of such processing. A customer may also act as a Content Provider which uploads, submits, publishes, 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.

- **"In-app Purchase"** refers to the User's paid acquisition of additional capabilities and/or functionality for the Mobile App and/or the purchase of any virtual goods/services within the Mobile App. The following virtual goods/services/products are available to the User: access to content.

- **"Mobile App"** refers to the mobile application for iOS and Android operating systems: Evolve App, which the User downloads onto a smartphone or other device.

- **"Platform"** refers to the computer program represented in objective form as a combination of data and commands which includes 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 a Mobile App.

- **"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 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.

- **"Services"** collectively refers to the Platform, the Platform Content and the Platform Software, and any features, functionality, capabilities, products, or services made available by EvolveApp through the Platform.

- **"Updates"** refers to a software patch or package for the Mobile 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 Mobile App, eliminate bugs, or implement minor software components for greater security and compatibility with devices.

- **"User"** refers to any natural person who (1) has accessed and uses the Platform via the Website or Mobile App; and (2) who has agreed to comply with the Platform usage rules set forth in this Agreement by using the Platform. Unless expressly stated otherwise, references to "**you**" or "**your**" in this Agreement mean the User as defined herein.
- **"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 Customers and/or Customers.

1.2. Other terms used in this Agreement shall be defined in the text of this Agreement or interpreted in accordance with the applicable laws and regulations.

2. ACCEPTANCE OF THIS AGREEMENT

General Provisions

2.1. This User Agreement (this "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 the Company, the Users and regulates Users' use of the Platform and Services.
2.2. The User accepts the terms of this Agreement by creating an account, accessing, or using (continuing to use) the Platform. Where required, the User must provide explicit confirmation of acceptance before accessing certain Services.
2.3. This Agreement becomes binding for the Company and the User upon acceptance in accordance with this Agreement. 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 confirm that you are authorized to accept this Agreement on behalf of such minor User. Acceptance of this Agreement does not replace any consent or authorization required under applicable data protection laws for processing the minor User’s personal data.

Warning for Users

2.5. If a User accesses the Platform and/or its Services through email, or third-party system (e.g. Slack, Microsoft), or social networks (e.g., Facebook, Google), the User may also be subject to the applicable terms and policies of such third parties. Where the User chooses to

use third-party authentication services to access the Platform, the User acknowledges that such services are provided by independent third parties. The User is responsible for reviewing and complying with the terms and privacy policies applicable to such services. The Company is not a party to the relationship between the User and such third-party service providers and does not control their services, policies, or processing activities, except to the extent required by Applicable Law.
2.6. If a User is legally bound to the Customer, the User may also be subject to the terms, policies, and agreements established by the Customer, including any applicable requirements regarding the provision and processing of their personal data. The Company remains responsible for processing personal data carried out through the Platform in accordance with applicable data protection laws.
2.7. The User acknowledges that their agreement with the mobile network provider (the "**Provider**") will apply to the use of the Mobile 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 Mobile 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 Mobile App, it is assumed that the User has received permission from the bill payer to use the Mobile App.
2.8. The User is solely responsible for ensuring that the installed Mobile 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:

- Meet the minimum age required under applicable law or, where the User has not reached such age, use the Platform only with the involvement or consent of a parent or legal guardian; 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:

Tracking overall learning progress, receiving personalized recommendations, participating in learning programs and development tracks, and taking part in assessment activities.

3.3. To remove the aforementioned restrictions and gain full access, the User or the Company must create a personal account for the User. Upon completion of registration, an account is created for the User. Depending on the registration method selected , the User may access their account using a unique username and password or through an account provided by a third-party authentication service. The User is responsible for maintaining the confidentiality

of their access credentials and shall not disclose them to any third party.
3.4. The terms 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, gender, email or cell phone number, or data from third party systems (Slack, Microsoft) or social networks (Facebook, Google).

The User also has the option to upload a personal photo for self-identification and personalization of the User's account.

4. INTELLECTUAL PROPERTY

User License
4.1. The User is granted a non-exclusive, non-transferable, and non-sublicensable license **to** access and use the Platform and Services ***solely*** for personal (non-commercial) use (the "**User License**"). The User undertakes not to use the Platform and/or Services for any other purposes. The User is granted the aforementioned User License provided that the User complies with ALL the conditions of this Agreement.
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 or has the necessary rights to use all proprietary rights, including all intellectual property rights, in and to the Platform Software, while the Customer retains all intellectual property rights in and to the relevant Platform Content, or represents that it has the necessary rights to make such content available to Users through the Platform. 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, downloading, creating derivative works from, or otherwise distributing or using the Platform Content and Platform Software and any online courses or other content made available by Customers, Customers, or other third parties through the Platform, except in cases where such actions are EXPRESSLY permitted by the terms of this Agreement, the access permissions or roles assigned through the Platform, 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, any other intellectual property rights of the Company, or any online courses or other content made available by Customers or Customers through the Platform to the User, or as granting the User any rights to grant sublicenses in respect of such materials.
4.6. The Company owns or is authorized to use 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 and up-to-date information about themselves for creating a personal account; and
- Not impersonate any other person, including, but not limited to, not providing any third-party personal data unless permitted by applicable law and, where required, with an appropriate legal basis for such disclosure for creating a personal account; and
- Inform the Company without undue delay 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 credentials; 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 (whether using automation tools or otherwise) aimed at collecting or otherwise unlawfully processing 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.

Customer Usage of the Platform

5.2. The Customer 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 Customer for the provided services through the Platform's mechanisms, in the amount determined solely by the Customer. The use of the Platform's technical mechanisms for accepting and processing payments does not mean that the Company is a seller, service provider, or a party to any agreement entered into between the Customer and the User. The Customer remains responsible for ensuring that its content, services, and any personal data processed in connection with such activities comply with applicable laws and third-party rights.

5.3. The Customer may use the Platform exclusively for - purposes consistent with this

Agreement, including commercial, professional, or other lawful activities, provided that access to the Customer's account is not transferred to any unauthorized third parties. The right to use the Platform is granted under a non-exclusive license and may not be assigned, transferred, sublicensed, or otherwise granted to any third party.
5.4. The right to use the Platform is granted to the Customer for a specific term, depending on the chosen subscription plan. Upon expiration of the paid term, the Customer's access to the Platform is restricted to the extent provided by the applicable subscription plan, and other Users' access to the online courses and other content posted by the Customer may be restricted or suspended in accordance with this Agreement and the applicable subscription plan. The Customer 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 Customer. The Company may also restrict or suspend access in accordance with this Agreement or applicable law.
5.5. The Customer agrees to receive messages from the Company concerning the performance of this Agreement, including service, informational and technical notifications. The Company shall send advertising materials and promotional or informational messages and notifications to the Customer only with its prior consent where such consent is required by law. Such communications shall be sent to the email address provided by the Customer during registration and through messaging applications. The Customer may unsubscribe from promotional and informational communications at any time as follows:

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

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

User Rights to Posted Content

5.6. The User Content created by You constitutes intellectual property protected under applicable law, and therefore the Company does not claim or require the transfer of any ownership rights to Your User Content. Nothing in this Agreement shall be construed as depriving the User of any rights to the User Content created by the User or limiting such rights.

5.6.1. You represent and warrant to us that you have all necessary rights, permissions, and lawful grounds to upload, publish, and share User Content through the Platform, including where such User Content contains personal data of third parties.
5.7. At the same time, by uploading User Content to the Platform, you grant the Company a royalty-free, non-exclusive license to use such User Content for the term during which it is available on the Platform and in the countries where the Platform is used, solely to the extent necessary for:

- reproducing, recording, hosting and displaying User Content on the Platform;
- technical storage and processing, transmission, caching, and creation of backup copies (where necessary) of User Content;
- ensuring the functioning, maintenance, information security, and technical support of the Platform and related services;
- providing other Users with access to User Content in accordance with the functionality and settings of the Platform;

- fixing technical errors, restoring the operation of the Platform, and ensuring the preservation and integrity of User Content.

The above license is granted without the right to use User Content for the purposes of:

- training, retraining, testing, or improving machine learning models, neural networks, AI/ML systems, or algorithms, or other artificial intelligence systems of the Company or third parties;
- using User Content, in whole or in part, including in anonymized, aggregated, transformed, or other derivative forms, for the training, testing, or improvement of artificial intelligence or machine learning systems;
- creating derivative educational materials, courses, methodologies, or content for the Company or other clients;
- generating responses, recommendations, analytical materials, or content for other users based on User Content;
- commercializing User Content outside the purposes of providing services to the User.

The Company shall not transfer User Content to third parties except where necessary to provide, maintain, secure, or improve the operation of the Platform, including through hosting providers, storage providers, technical support providers, and information security providers, provided that such third parties are subject to appropriate confidentiality and data protection obligations..
The Company does not acquire any ownership rights to User Content, and all exclusive intellectual property rights to such User Content shall remain with the User.
5.8. The license granted by You for the use of User Content shall automatically terminate upon deletion of Your personal account, except to the extent necessary for the continued operation of the Platform, compliance with legal obligations, protection of legitimate interests, or where User Content remains available to other Users in accordance with this Agreement.
5.9. The Company undertakes to take reasonable measures aimed at the removal of Your User Content immediately upon the occurrence of circumstances resulting in termination of the License, except in the following cases: **(1)** where part of Your User Content has been used by other Users (based on the License previously granted by You, in which case such User Content will remain available to those Users until such Users delete it themselves); or **(2)** where the User Content posted by You constitutes evidence in any criminal, administrative, or civil proceedings, or where its continued storage is required under applicable law or pursuant to a request from a competent governmental authority; or **(3)** where retention is required for technical, security, backup, or other legitimate business purposes permitted under applicable law, or **(4)** in other cases expressly provided for under this Agreement.

Requirements to the User Content

5.10. 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, including User Content that infringes third-party intellectual property rights or rights in trademarks, trade names, logos, or other means of individualization. The User undertakes to independently ensure that the User has all necessary rights, licenses, and permissions to upload and publish such User Content on the Platform. The User hereby undertakes the obligation to indemnify and hold harmless the Company for ALL LOSSES, DAMAGES AND LEGAL COSTS incurred by it in connection with claims, demands, lawsuits, or complaints by third parties

that the published User Content infringes the intellectual property rights of such third parties, as well as reasonable expenses incurred by the Company in connection with such claims.
5.11. It is not recommended for Users to upload any User Content that may contain confidential or other personal information, trade secrets, or other information the disclosure of which is restricted, unless the User has the necessary rights and lawful basis to do so. The Company does not treat User Content as trade secrets or other legally protected confidential information unless expressly agreed otherwise or required by applicable law. The User independently determines the content of the User Content uploaded to the Platform and assumes the risk associated with uploading any information subject to restricted access. Where User Content contains personal data, the Company processes such data in accordance with its Privacy Policy and applicable data protection laws. The Company takes measures required by Applicable Law and this Agreement to ensure the security of information processed in connection with the operation of the Platform; however, the Company does not guarantee absolute protection of User Content from unlawful actions of third parties, force majeure events, or other circumstances beyond the Company's reasonable control.
5.12. The Company reserves the right to review User Content for compliance with this Agreement and applicable laws, including for the purpose of identifying content that: (1) violates applicable laws; (2) infringes the rights or legitimate interests of third parties; (3) contains information the distribution of which is prohibited or restricted by applicable laws; (4) contains discriminatory materials, calls for violence, extremist activities, incitement to hatred, or other unlawful content. The Company may remove or restrict access to such User Content However, the management or ownership of the Platform does not imply that the Company endorses, supports, guarantees, or agrees with any information contained in User Content. Users are solely responsible for taking appropriate measures to protect themselves and their devices from viruses or other malicious software. The Company 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).
5.13. 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.
5.14. 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*

5.15. If the Company determines, or has sufficient grounds to believe, that User Content violates the terms of this Agreement or the provisions of applicable law, the Company has the right at its sole discretion, at any time, without the need to provide prior notice the User and without assuming any future liability, to (1) restrict access to such User Content, in whole or in part; (2) delete such User Content; (3) suspend the User’s access to certain Platform features; and, in the event of repeated violations, restrict access to the User’s account or delete the User’s account. .

The Company shall not be liable for any losses incurred by the User as a result of the application of such measures, provided that such measures were taken in good faith, based on this Agreement, or in order to comply with applicable law.

Reviews of the Platform's Operation

5.16. 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*

5.17. 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.
5.18. 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, provided that any processing of personal data for direct marketing purposes is carried out in accordance with applicable data protection law and, where required, on the basis of valid consent or another lawful basis.

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 CONTROL THE CONTENT OF THIRD PARTY ADVERTISING AND DOES NOT ENDORSE, CONFIRM, OR GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, QUALITY, SAFETY, OR SUITABILITY OF SUCH ADVERTISING OR THE GOODS AND SERVICES PROMOTED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY IS NOT RESPONSIBLE FOR: (1) THE CONTENT OF THIRD PARTY ADVERTISING, INCLUDING THE AVAILABILITY, QUALITY, SAFETY, OR COMPLIANCE WITH THE USER'S EXPECTATIONS OF ANY GOODS, SERVICES, WORKS, OR INFORMATION PRESENTED THEREIN, UNLESS OTHERWISE REQUIRED BY LAW; (2) ANY LOSSES, DAMAGES, OR HARM INCURRED OR SUFFERED BY THE USER AS A RESULT OF VIEWING SUCH ADVERTISING, INTERACTING WITH SUCH ADVERTISING, OR USING GOODS OR SERVICES PROMOTED THROUGH THIRD PARTY ADVERTISING; OR (3) ANY ACTIONS OR OMISSIONS OF THIRD PARTIES OR THE PERFORMANCE BY SUCH THIRD PARTIES OF THEIR OBLIGATIONS TO USERS..
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 device. 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. When a User accesses third-party websites, services, or applications, the processing of the User's Personal Data is carried out by the respective third-party data controllers in accordance with their own privacy policies and other documents governing the processing of Personal Data. The Company is not responsible for the processing of Users' Personal Data by

third parties after the User accesses third-party websites, services, or applications. Issues related to the protection of Users' Personal Data when using Third Party Advertising are regulated by the Platform's Privacy Policy and, where applicable, the privacy notice or terms of the relevant third party.

7. COMPENSATION FOR USING THE PLATFORM

General Provisions

7.1. The terms of access to the Platform, the scope of functionality provided, the period of use of the Platform, as well as the amount and procedure of payment shall be set out in a separate agreement entered into between the Company and the Customer.
7.2. Access to the Platform shall be granted to the Customer for the period specified in the relevant agreement. Upon expiration or termination of such agreement, access to the Platform may be limited or terminated in accordance with the terms of the agreement.
7.3. In the event of early termination of the agreement by the Customer or by the Company due to the Customer’s breach of the agreement, any refund of payments shall be governed by the terms and conditions of the relevant agreement between the parties.

Conducting Payments Through the Platform

7.4. The Platform provides the possibility of paying for the use of the Customer's Content through the Platform. This opportunity is provided to the Customer for the purpose of optimizing the process of mutual settlements with Platform Users. Where applicable,, the Company may charge a commission or service fee in accordance with the pricing plan selected by the Customer.
7.5. In case the Customer is an Individual, the Customer is solely responsible for determining, reporting, and paying any taxes applicable to income received through the Platform, in accordance with the laws of the Customer’s country of residence and any other applicable law. The Customer 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 does not act as a tax agent, withholding agent, or tax representative of the Customer and does not participate in the process of calculating or paying taxes on behalf of the Customer.
7.6. Platform Users may pay for access to the Customer's Content using various payment methods offered on the Platform. Payment for access to the Content is deemed 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 Company uses commercially reasonable technical and organizational measures to help protect payment information. The Customer and the Platform do not store or process users' bank card data, except to the extent necessary for payment processing by authorized payment service providers.
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. PURCHASES

General Provisions

8.1. From time to time, Users may be offered the opportunity to make certain purchases through the Platform, including In-App Purchases, such as digital content, subscriptions, and access rights (collectively, "**Purchases**"). Making a Purchase is optional and is made solely at the User's discretion. The terms of each Purchase, including the price, duration of access, scope of rights granted, and other applicable characteristics, are determined by the information displayed through the Platform at the time of purchase.

Unless otherwise expressly provided for a specific Purchase, Purchases:

(1) may only be used within the Platform and may not be used outside the Platform or in the physical world;
(2) do not represent ownership of any software, content, or other intellectual property rights of the Company or third parties;
(3) may not be exchanged, transferred, resold, or redeemed by the Company or third parties for money, goods, services, or other Purchases, unless expressly permitted by the functionality of the Platform or Applicable Law; and
(4) do not grant the User any ownership rights in the Platform, Platform Content, Platform Software, or other intellectual property.

8.2. By making a paid Purchase, the User acknowledges that such Purchase does not transfer to the User any ownership or exclusive intellectual property rights in any content, software, materials, or other intellectual property belonging to the Company or third parties. Instead, the User receives a limited, non-transferable, non-sublicensable right to access and use the purchased content or functionality within the Platform solely for personal, non-commercial purposes, unless otherwise expressly stated at the time of purchase.

8.3. The Company takes reasonable measures to ensure that Purchases made by Users are properly provided. However, the Company does not continuously monitor whether each Purchase functions without interruption. The User may notify the Company at any time if a completed Purchase does not function properly or if the download or delivery of the purchased content to the User's device was incomplete.

If a Purchase does not function and cannot reasonably be replaced or corrected, the Company will provide the User with a refund of the amount paid for such Purchase, where required by Applicable Law or otherwise provided by the Company's refund policy. Any refund will be processed using the same payment method used by the User to complete the Purchase, unless otherwise required by the applicable payment provider or law.

8.4. If a User under the applicable legal age makes a Purchase, such User represents and warrants that they have obtained any required consent or authorization from a parent, guardian, or other legal representative where required by Applicable Law.

8.5. If you have any questions or concerns regarding payment for a Purchase, you should contact the Company or the applicable third party through which the Purchase was made at: *support@evolveplatform.ai* .

8.6. Once the User downloads, accesses, or begins using purchased digital content or functionality, the User is deemed to have received access to the relevant Purchase, and the provision of access to such digital content or functionality has commenced. Accordingly, cancellation or withdrawal from a Purchase after access has been provided may not be available, except where required by Applicable Law or expressly provided by the Company's refund policy.

Payment Terms

8.7. Payments for Purchases may be made using the payment methods, currencies, and payment providers made available through the Platform or applicable third-party platforms, including app stores. The available payment methods and technical requirements for processing payments are determined by the Platform and/or the relevant payment provider.

8.8. All transactions relating to Purchases, including in-app purchases, are processed in accordance with this Agreement, the applicable terms of use, and any additional terms imposed by the third-party platform used to complete the transaction (including Apple App Store or Google Play).

Transaction information may be collected, stored, and processed by the Company, payment providers, app stores, or other authorized third parties to the extent necessary to process payments, provide customer support, comply with legal obligations, prevent fraud, and fulfill contractual obligations in accordance with Applicable Law and the Company's Privacy Policy.

The Company may not have access to complete details of transactions processed directly by third-party app stores or payment providers.

The Company is not responsible for failures, delays, or errors caused by banks, payment processors, app stores, telecommunications providers, payment aggregators, or other third parties, unless such failures result from the Company's fault.

For additional information regarding in-app purchases, Users should review the applicable terms of the relevant platform:

- *Apple App Store:* *https://www.apple.com/legal/internet-services/itunes/us/terms.html*
- *Google Play:* *https://support.google.com/googleplay/answer/1061913*

9. ACCESS TO THE PLATFORM

General Provisions

9.1. The Company may, at its discretion, update, modify, or correct the Content of the Platform at any time and will publish any material changes to content or functionality in a manner reasonably designed to inform Users (for example, via an in-platform notice or email where the Platform has the User's contact details). The Company also reserves the right to modify, interrupt, or terminate the operation of part or all the Platform at any time for any reason. 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 except where additional

obligations arise under applicable data protection law or under individual contracts between the Company and the Customer.
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. If such changes involve the processing, retention, or deletion of personal data, the Company will act in accordance with its Privacy Policy and applicable data protection laws and will provide Users with required notices and information about how their personal data is affected. 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 limiting Users' rights under applicable data protection law (including rights to access, rectify, erase, restrict processing, data portability, and to lodge a complaint with a supervisory authority).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 Company and the Customer.

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 on their device; however, the Company will provide clear information about any processing of personal data that occurs as part of an Update and will obtain any required consents where necessary under applicable data protection law. The Company does not provide any technical support or internet connection to the User to enable access to the Services and/or their Updates. Where an Update will materially affect the processing, storage, or transfer of personal data, the Company will notify Users in advance.

Account Deletion

9.4. The User has the right at any time to discontinue using the Platform by deleting their personal account and/or requesting erasure of their personal data in accordance with applicable data protection laws. However, in certain cases, where the Customer acts as an independent data controller for the User's personal data, the Company may direct the User to the respective Customer for the exercise of rights relating to personal data processed by that Customer. In such cases, the User must contact the respective Customer to request account deletion or data erasure.
9.5 The Customer through which the User has been granted access to the Platform may, at any time, restrict, suspend, or terminate the User’s access to the Platform, including by temporarily deactivating or deleting the User’s account, in accordance with its internal policies, applicable workplace rules, contractual relationships, or other grounds determined by such Customer. The Company shall not be responsible or liable for any such actions taken by the Customer.9.6. In the following cases: (1) the User violates the terms of this Agreement or the Company has reasonable grounds to believe that such violations have occurred; and/or (2) the User infringes the intellectual property rights of the Company, other Users, or third parties; and/or (3) the User engages in unlawful actions, or actions that violate the rights and interests of the Company, 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 Company to legal liability; and/or (5) if required by applicable law or a competent governmental authority – the Company 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 to the extent permitted by applicable law.
If the nature of the violation allows it to be remedied without immediate termination or restriction of access, the Company may provide the User with prior notice and a reasonable period to cure such violation, except where immediate restriction of access is necessary to prevent a violation of Applicable Law, ensure the security and integrity of the Platform, or protect the rights and legitimate interests of the Company, other Users, or third parties.

Any decision to restrict access or delete a User's account shall be reasonable, made in good faith, and proportionate to the nature and severity of the violation.

9.7. In all cases of account deletion – whether initiated by the User, the Company, or the Customer – the User's personal data will be deleted, anonymized, or retained only to the extent necessary to comply with applicable law, establish, exercise or defend legal claims, prevent fraud or abuse, or fulfil other legal obligations. Deletion of the application from the User's smartphone or other device does not by itself delete the User's account or personal data stored by the Company or the Customer. The Company 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

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 purchases except where such reimbursement or compensation is required by applicable law or the Company's refund policy. By this, the User confirms that they will not demand and waive any right to demand, to the fullest extent permitted by applicable law, 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*

10.2. Employees and representatives of the Company will use reasonable efforts to respond to your inquiry within a reasonable period of time, taking into account the nature of the inquiry, its complexity, and the need to obtain additional information.

11. LIABILITY

General Provisions

11.1. 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 other cases except where such liability is expressly provided for by the terms of this Agreement or applicable law.

11.2. Additional Obligations of the Company: In accordance with the applicable legal and regulatory requirements, 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, where required by applicable law or regulatory obligations, and report suspicious operations to the relevant competent authorities or institutions as required;
- Restrict access to the Platform for Users based on certain criteria (including account, email, IP address) where necessary to comply with legal obligations, prevent fraud, protect the security of the Platform, or enforce this Agreement.

Limitation of Liability

11.3. 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 RESULTION

12.1. In the event of any disputes or disagreements arising out of or in connection with the performance of this Agreement, the User and the Company 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, unless mandatory applicable law provides otherwise. Nothing in this clause shall limit the User's right to bring claims before competent courts or authorities available under mandatory consumer protection or data protection laws applicable to the User.

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. Where required by applicable law, or where changes materially affect the User's rights or obligations, the Company will provide reasonable notice of such changes through appropriate means, such as notification within the Platform, email, or other available communication channels. COMPANY. 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. The relationship between the Company and each Customer 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 Customer, and there is a conflict or inconsistency between the provisions of this Agreement and the terms of the individual agreement between the Company and the respective Customer, the terms of the individual agreement with the Customer shall prevail to the extent of such conflict or inconsistency. The Company and the Customer shall determine their respective roles and responsibilities regarding the processing of personal data in accordance with applicable data protection laws. Where the Customer acts as a data controller for certain personal data, the Customer shall remain responsible for such processing activities. Where the Company acts as a data controller or processor, the Company shall remain responsible for its respective obligations under applicable data protection laws.. Users may exercise their data protection rights by contacting the Company and/or the relevant Customer, depending on which party is responsible for the relevant processing activity.

13.3. This version of the Agreement is effective from **August 01, 2026**.

13.4. 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, without regard to its conflict of laws principles. Nothing in this Agreement limits or excludes any mandatory rights or protections available to Users under applicable laws of their jurisdiction, including consumer protection, data protection, and other mandatory laws that cannot be waived or excluded. Any disputes arising out of or in connection with this Agreement shall be resolved in accordance with the applicable laws of the State of Delaware, USA, subject to any mandatory applicable laws that grant Users rights to bring claims before courts or authorities in their jurisdiction of residence.

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

13.6. 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.

13.7. 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.