

# TERMS OF SERVICE

Version: 1.1

Effective date: 01.12.2022

## 1. Introduction:

Takeclass Holding Limited, registered at Griva Digeni 115, 3101, Limassol, Cyprus (“TakeClass,” “we,” “us,” “our”) provides services (described below) to you through its website located at takeclass.io (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (the “Terms of Service”). By using our Service, you agree to these Terms of Service. If you do not agree to this Terms of Service, please stop using the Services. **PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY GOVERN YOUR USE OF THE SITE AND SERVICES, PARTICULARLY SECTION 10 (BINDING ARBITRATION; CLASS ACTION WAIVER), WHICH AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US.**

### 1.1 Modifications to Terms of Service:

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by Applicable laws. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

### 1.3 Privacy:

At TakeClass, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.

## 2. Access and Use of the Service

**2.1 Use Description:**

The Services TakeClass provides and any content viewed through our Services, are solely for your personal and non-commercial use. With your TakeClass purchase we grant you a limited, non-exclusive, non-transferable license to access the TakeClass content and view your course(s) through the Services on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances. TakeClass may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the Service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

**2.2 Your Registration Obligations:**

You may be required to register with TakeClass in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under sixteen (16) years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under eighteen (18) years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

**2.3 User's Account, Password and Security:**

You may never use another's account, and you may not provide another person with the username and password to access your account. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify TakeClass of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. TakeClass will not be liable for any loss or damage arising from your failure to comply with this Section.

**2.4 Modifications to Service:**

TakeClass reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TakeClass will not be liable to you or to any third party for any modification,

suspension or discontinuance of the Service. We have no obligation to retain any of your account or Submitted Content for any period of time beyond what may be required by Applicable Laws.

### **2.5 General Practices Regarding Use and Storage:**

You acknowledge that TakeClass may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on TakeClass's servers on your behalf. You agree that TakeClass has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that TakeClass reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that TakeClass reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **2.6 Mobile Services:**

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In using the Mobile Services, you may provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. Under the terms of our Privacy Policy we may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted with to assist us in pursuing our rights or providing our Services under these Terms of Service, Applicable laws, or any other agreement we may have with you. You agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. In the event you change or deactivate your mobile telephone number, you agree to promptly update your TakeClass account information to

ensure that your messages are not sent to the person that acquires your old number.

### **3. Conditions of Use**

#### **3.1 Conditions of Use:**

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. You agree to not use the Service to:email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of TakeClass, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose TakeClass or its users to any harm or liability of any type;

- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of (eighteen) 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

TakeClass reserves the right to investigate and take appropriate legal action against anyone who, in TakeClass' sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

### **3.2 Fees:**

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide TakeClass information regarding your credit card or other payment instrument. You represent and warrant to TakeClass that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay TakeClass the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and this Terms of Service. You hereby authorize TakeClass to bill you in accordance with the terms of the applicable payment plan (as well as any applicable taxes) until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let TakeClass know within sixty (60) days after the date that TakeClass charges you. We reserve the right to change TakeClass's prices. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes and deductions associated with the payment for the Services.

### **3.3 Recurring Subscriptions:**

If you select a Service with an auto renewal feature ("Recurring Subscription"), you authorize TakeClass to maintain your account information and charge that account automatically upon the renewal of the Service you choose with no further action required by you. In the event that TakeClass is unable to charge your account as authorized by you when you enrolled in a Recurring Subscription, TakeClass, may, in its sole discretion: (i) bill you for your Service and suspend your access to the Service until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your

bank or a payment processor) to continue charging your account as authorized by you.

TakeClass may change the price for Recurring Subscriptions from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Recurring Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use your Recurring Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Recurring Subscription before the price change goes into effect. Please therefore make sure you read any such notification of price changes carefully.

Payments are nonrefundable and there are no refunds or credits for partially used periods. You may cancel a Recurring Subscription at any time, but if you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. You have the right to disable auto-renewal in your personal account or by sending a request to the email address [support@takeclass.io](mailto:support@takeclass.io)

Following any cancellation, however, you will continue to have access to the service through the end of your current subscription period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

If you purchase any Service through a mobile purchase or third-party marketplace (e.g., through the Apple App Store or Google Play Store), the refund policy applicable to that third-party marketplace will apply, unless otherwise explicitly stated by TakeClass. Except as otherwise explicitly stated by TakeClass, the third-party marketplace will be solely responsible for making refunds under its refund policy, and TakeClass will have no refund obligations. TakeClass disclaims any responsibility or liability related to any third-party marketplace's refund policy or the third party's compliance or noncompliance with such policy.

If you subscribed via iTunes on your Apple mobile device, you can cancel by going to your Account Settings in the App Store. You can find Subscriptions in the Settings app on your device under iTunes & App Store, and then select your Apple ID. If you subscribed on Site, you can cancel by contacting Support at [support@takeclass.io](mailto:support@takeclass.io).

If you subscribed via the Google Play Store on your Android mobile device, you can cancel by opening the Google Play Store and selecting Menu Subscription. You can select the subscription you want to cancel or update and then follow the onscreen instructions.

### **3.4 Refund of Payments:**

The refund for the Courses could be executed in the following cases:

- If the user requests a refund of monetary funds within 14 days from the date of getting access to the Course and without completing any stage of the Course during this period, TakeClass will process a refund;
- In the case where the user has made a payment for a Course, access to which will be provided to him in the future, if the user declines the Course before receiving access to it, TakeClass will refund the full payment amount for the Course.

The user, who is willing to receive a refund, must send a request (from the e-mail address, which was provided by the user during registration of the account) with the subject "Refund Request" to the email address [support@takeclass.io](mailto:support@takeclass.io), indicating in the following information:

- the username of your account;
- the title of the Course;
- the reason for the refund;
- confirmation that the bank account details, which were provided during registration, are valid and could be used for transferring the refund.

The request for the refund will be considered by TakeClass and the refund will be made to the user's bank account, which was provided during registration, during 30 business days since the date TakeClass receives the refund request. In case TakeClass denies the user's refund request, TakeClass will send the user a motivated refusal reply within the above indicated time frame.

In the case of refunding the user for a Course, any previously paid commissions to payment agents will not be returned to the user.

### **3.5 Special Notice for International Use; Export Controls:**

Software (defined below) available in connection with the Service and the transmission of applicable data. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of Applicable Laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content. In addition to local regulations, it's important to emphasize

the responsible and ethical use of the Service. We encourage users to exercise caution and respect the rights of others when interacting online. This includes refraining from engaging in any harmful, offensive, or unlawful activities while using our Service.

### **3.6 Commercial Use:**

Unless otherwise expressly authorized herein or by TakeClass in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **4. Intellectual Property Rights**

### **4.1 Service Content, Software and Trademarks:**

You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by TakeClass, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by TakeClass from accessing the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of TakeClass, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by TakeClass or our affiliates and our partners.

TakeClass name and logos are trademarks and service marks of TakeClass (collectively the “TakeClass Trademarks”). Other TakeClass products, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not



endorse or be affiliated with or connected to TakeClass. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of TakeClass Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of TakeClass Trademarks will insure to our exclusive benefit.

#### **4.2 Third Party Material:**

Under no circumstances will TakeClass be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that TakeClass does not pre-screen content, but that TakeClass and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, TakeClass and its designees will have the right to remove any content that violates these Terms of Service, Applicable laws or is deemed by TakeClass, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

#### **4.3 User Content Transmitted Through the Service:**

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights. By uploading any User Content you hereby grant and will grant TakeClass, its affiliated companies and partners (including but not limited to TakeClass instructors, practitioners and other third parties providing instructional information through the Services, collectively "partners") a nonexclusive, worldwide, royalty free, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise). This license survives termination your account (or any part thereof) or use of the Service for any reason.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (“Submissions”), provided by you to TakeClass, its affiliated companies or partners are non-confidential and TakeClass, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that TakeClass may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, Applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, legitimate interest, property, or personal safety of TakeClass, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

#### **4.4 Health and Medical Disclaimer:**

TakeClass does not provide medical advice. TakeClass only provides general information regarding health, wellness, and physical exercise through its Service. You acknowledge and agree that the Service is not intended to be, and will not be used as, a substitute for medical treatment by a healthcare professional. You agree to consult your healthcare provider before initiating any physical exercises or wellness practices, and follow your provider’s advice accordingly. You also acknowledge and agree to accept the inherent risks and dangers in participating in new or strenuous health, wellness, and physical exercises. You agree that TakeClass will not be liable for any injury, loss, or damages arising from your access or practice of the Service’s health, wellness, and/or physical exercise content.

#### **4.5 Counter-Notice:**

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: your physical or electronic signature; identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; a statement that you

have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, TakeClass will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

#### **4.6 Repeat Infringer Policy:**

In accordance with the Applicable laws, TakeClass has adopted a policy of terminating, in appropriate circumstances and at TakeClass's sole discretion, users who are deemed to be repeat infringers. TakeClass may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **5. Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. TakeClass has no control over such sites and resources and TakeClass is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that TakeClass will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that TakeClass is not liable for any loss or claim that you may have against any such third party. Check the terms of use, privacy policies, and security practices of these external sites and resources to ensure they align with your preferences and expectations

### **6. Social Networking Services**

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Private Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and TakeClass shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service. Therefore, you should carefully read the terms of use and policies of these Social Networking Services. In addition, TakeClass is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, TakeClass is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. TakeClass enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

## **7. Indemnity and Release**

To the fullest extent permitted by law, you agree to release, indemnify and hold TakeClass and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of the other parties.

## **8. Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TAKECLASS EXPRESSLY

DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TAKECLASS MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **9. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TAKECLASS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TAKECLASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL TAKECLASS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID TAKECLASS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR

WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

#### **10. Binding Arbitration; Class Action Waiver**

You and TakeClass hereby agree that the present section is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us or the Terms of Service or the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.

If you have any dispute with us, you agree that before taking any formal action, you will contact us at Griva Digeni 115, 3101, Limassol, Cyprus and support@takeclass.io, and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

All disputes, claims or controversies arising out of or in connection with this Terms of Service or the Service, that are not resolved by the procedures identified above, shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall be Limassol, Cyprus. The language to be used in the arbitral proceedings shall be English. The arbitration tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within thirty (30) days after a request for arbitration is made by any party, appointed on the application of any party by the Chairman for the time being of the Chartered Institute of Arbitrators.

The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Service, including but not limited to any claim that all or any part of these Terms of Services are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

You are responsible for all costs that you may incur in the arbitration including but not limited to attorneys' fees and expert witness costs. If your claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing.

You and we agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and TakeClass agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

If TakeClass changes this 'Arbitration' section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within thirty (30) days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of TakeClass' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and TakeClass in accordance with the provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

You understand and agree that the above dispute procedures shall be your sole remedy in the event of dispute between you and TakeClass regarding any aspect of the Service (including the enrolment process) and that you are waiving your right to initiate, lead or participate in a lawsuit involving other persons, such as a class action.

## **11. Termination**

You agree that TakeClass, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack

of use or if TakeClass believes that you have violated or acted inconsistently with the spirit of these Terms of Service or Applicable laws. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. TakeClass may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that TakeClass may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that TakeClass will not be liable to you or any third party for any termination of your access to the Service.

## **12. Disputes Between Users**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and TakeClass will have no liability or responsibility with respect thereto. TakeClass reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## **13. Availability of Services**

To ensure the best possible service level, TakeClass reserves the right to interrupt the Services for maintenance, system updates, or any other changes, informing you appropriately. Additionally, the Services might not be available due to reasons outside our reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts, etc).

## **14. General**

These Terms of Service constitute the entire agreement between you and TakeClass and govern your use of the Service, superseding any prior agreements between you and TakeClass with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. The failure of TakeClass to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to



give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of TakeClass, but TakeClass may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Under no circumstances shall TakeClass be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Applicable laws to the Terms of Service and any Services of TakeClass within each term referred to in this document (the "Applicable laws") should be understood as laws of the Republic of Cyprus (excluding conflict of law rules).

### **15. Questions? Concerns? Suggestions?**

Please contact us [support@takeclass.io](mailto:support@takeclass.io) to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.