

## GENERAL TERMS AND CONDITIONS (GTC)

These General Terms and Conditions (hereinafter: **GTC**) apply to contracts between MobilPort Ltd. (Hereinafter: **Service Provider**) and its partner (s) (hereinafter: **User**), in which the Service Provider provides an online digital language teaching workbook program service (hereinafter collectively referred to as the "Education Workbook"), based on orders to the User (s).

The current GTC can be found on the Service Provider's website at the following link: [www.click4skill.com/aszf](http://www.click4skill.com/aszf) and is available in printed form at its Customer Service under District 15, 1152 Budapest, Telek u 7-9.

### I. DATA OF THE SERVICE PROVIDER

Name: **MobilPort Ltd.**

Registered seat: 1152 Budapest, Telek street 7-9.

Company registration No.: 01-09-172437 (Commercial Court of the Metropolitan Tribunal)

Tax number: 14991895-3-42

Electronic contact (Email): [info@click4skill.com](mailto:info@click4skill.com)

### II. SCOPE OF THE CONTRACT

This contract applies for the legal relationship or contracts between MobilPort Ltd., as the Service Provider [**Service Provider**], and the User [**User**] registered as a user on the website of [www.click4skill.com](http://www.click4skill.com), as a web interface, and in iOS and Android based applications.

Only natural persons over 18 years of age may register for the service, i.e. only they can validly conclude the service agreement for this Service in their own name.

### III. SUBJECT OF THE CONTRACT

The service of the Educational workbook program, which can be ordered online, electronically or sent by the Service Provider to the User, and measuring the level of knowledge of the User during the acquisition of the given or prepared curriculum - using an online, two-way data connection - and informing the User (also online) about this by the Service Provider. The contents of this GTC are so-called Information Society related service according to Article 2f of the legislation referred to in Chapter X, according to which the service is provided electronically, for absentees, for a fee, to which its User has individual access.

Access to the service provided for in this agreement is established by means of an electronically concluded contract. By using the Service, the User declares and acknowledges that he concludes a contract with his electronic declaration and undertakes to fulfill the consideration for his order. The former statement

— that the electronic statement has a legal obligation towards the User — relates to all transactions and declarations made in the context of this contract, including communications relating to termination, policies, contracts and applications.

#### IV. MINIMUM TECHNICAL REQUIREMENTS FOR THE USER

The service can be used by Android mobile phones with a minimum version of 5.1.1 (Lollipop), by Apple mobile phones with a minimum version of 11.0 or higher. The minimum technical parameters for running the program **Education Workbook** on web browsers are as follows:

- Latest Chrome (mobile and desktop versions)
- Latest Safari (mobile and desktop versions)
- Latest Edge (mobile and desktop versions)
- Latest Firefox (mobile and desktop versions)

#### V. REGISTRATION

By online registration, the User has the opportunity to use the full program free of charge, but the use of certain content and software functions is subject to a subscription. In any case, the User is obliged to provide real data about himself during registration. Registration, i.e. the order and the confirmation thereof, shall be deemed to have been received by the Service Provider or the User when it becomes available to him (them).

The Service Provider reserves the right to reject free registration claims at any time without giving reasons. The Service Provider reserves the right to exclude a registered User from its service at any time, without justification - but in case of non-fulfillment of its prior request, if the User violates these conditions or otherwise violates the law or demonstrably damages the Service Provider or to any third person. The termination of the Service does not affect those areas for which the User has already acquired the right to use.

The User is entitled to cancel without justification and obligation to pay fees until the start of the delivery (download) of the products. However, if the download has begun, with which the use has become permanent, one will no longer be entitled to the former. If the product becomes unavailable after the transaction but prior to the download, the User may only demand a refund of the purchase price of the unavailable product.

By registering, the registered User expressly agrees to the fact that his personal data and other data obtained during the registration shall be stored and managed by the Service Provider, according to the Privacy Policy of **MobilPort Ltd., /Click/** available at [www.click4skill.com](http://www.click4skill.com) (hereinafter: **Privacy Policy**) and in accordance with the provisions of Section 13/A of the Act referred to in Chapter X. The User accepts by ordering that the Service Provider may manage personal data which are technically essential for the provision of the service or the assessment of the level of learning for the purpose of providing the service. In addition to the management of data, the provisions of the aforementioned legislation apply to their deletion.

#### VI PURCHASE PROCESS - CURRENTLY FREE OF CHARGE UNTIL 31 DECEMBER 2021

The digital learning materials developed by the Service Provider will be available free of charge in the **Education Workbook** program after registration free of charge. As a digital teaching material, it provides 56 grammatical lessons related to teaching English, German and Hungarian languages, including 10,000 words and 10,000 sentences.

The Education Workbook program provides the opportunity to create, edit, record audio material, even other than language teaching, and **share this content with other users, either private or public, but on the Service Provider's platform**. The Education Workbook program service provides the production of own curriculum up to the amount specified by the Service Provider (word/pc; sentence/pc; private share/pc) free of charge. The production and sharing of unlimited amounts of curriculum is only available for an additional fee (Premium subscription).

A premium subscription to the Education Workbook program service provides users with the possibility of sharing their own learning materials in addition to private (e.g. among friends) ways also to disclosing it to the public (for the user community but on the service platform), in the form of content free or even paid — i.e. the educational material prepared on the Service Provider's platform is subject to consideration and thus providing compensation to its creator.

The condition of the former public disclosure is that the user producing his own curriculum, as in this case the author, must enter into a prior contract for use with the Service Provider.

Against the remuneration and compensation ("sales price") indicated in the contract of use, the Service Provider publishes the individual curriculum prepared by the author, and then makes it available in the 'Community space' folder created in the Education Workbook program service and shares all service providers platform user with an indication of the author's name and the one-time download fee and consideration of the individual curriculum. In the Education Workbook program service, the curriculum created by each author may only be used, sold and published by the Service Provider as part of the Education Workbook program service, signed by the later creator of the curriculum together with the Service Provider in a contract of use.

Any unlawful use, copying and reproduction of the curriculum prepared by the individual authors and the Service Provider entails the legal consequences of copyright.

#### Purchase of a premium subscription (with credit card) as a paid service subject to consideration:

If the user wishes to have unrestricted electronic access to the limited and value-added (Premium), services that can be used free of charge, he must proceed as follows:

##### 1. In-app purchases (App Store, Google Play) with credit card payment

- Within the Click app downloaded from Google Play and App Store stores, one can purchase the Education Workbook program's Premium subscription under 'Buy'.
- Within the Click app downloaded from Google Play and the App Store, the user can purchase (subscribe to their fees) the curriculum prepared individually by each author under the 'Community space' menu item.

##### 2. Shopping on the website ([www.click4skill.hu](http://www.click4skill.hu)) with credit card payment

- The user can purchase (subscribe for) the Education Workbook program service Premium subscription (software key reedem code) under the 'Buy' menu item on the website [www.click4skill.hu](http://www.click4skill.hu)

When paying by credit card, the user is 'transferred' to the website of the fee payment system by pressing the 'payment' button, where the customer's credit card details are required, then the service fee is paid (the customer's bank account is debit) by clicking the 'next' button.

#### In case of successful payment:

The inscription 'successful order' is displayed together with the order data in case of successful payment of fees, and the Service Provider shall send the software key electronically (the so-called reedem code) to the User without delay.

#### In case of unsuccessful payment:

'Failed transaction' is displayed. In this case, the process of ordering and payment of the fee must be resumed starting from step 1 above.

In the case of payment by credit or debit card, the Service Provider is entitled to charge it up to the maximum amount in question. The full purchase price (subscription fee) to be paid includes the service for the period paid and the sales tax (due according to the date of download) in Hungary. The

Service Provider reserves the right to change the price (subscription fee) of the service at any time until the start of the purchase (subscription).

#### How to purchase (payment of fees)

The Service Provider shall confirm the receipt of the User's order to the User electronically and without delay. If the former confirmation is not received by the User within 48 (forty-eight) hours of the User order placement, the User shall be released from the obligation to make an offer or a contractual obligation.

The subscription to be concluded constitutes a contract and written agreement, which is filed electronically by the Service Provider, who archives, registers (files) it in this way, so the contract is subsequently available in electronic form.

The Service Provider shall ensure that the User can identify and correct data entry errors before sending his order electronically, by technical means, because in the absence of this, the User's order does not constitute a contractual statement.

### **VII CONTACT**

Contact during registration shall be based on the e-mail address provided by the User and other contact details. Any change in e-mail or other addresses shall be notified by the User without delay. Otherwise, the Service Provider shall not be liable for the consequences of communication to an incorrect address. Parties may make their statements legally in the case of Service Provider only on the contact details specified in Section I of this Contract, and in the case of the User provided at the time of registration and updated in accordance with this point.

### **VIII COPYRIGHT**

The educational materials are protected by copyright, the Consumer shall not have the right to dispose of them or reproduce them, only use them to the extent necessary for the purposes of this contract (for self-learning on the electronic interface). As the program allows its users to create so-called learning materials, the creator (s) of the former are the authors themselves for the use of the program. With regard to the curriculum created using the program, the Service Provider will indicate and show in the program who its author and creator is. Educational or learning materials produced by users are, or may be, subject to fees and copyright rights to the person who created it or those materials. In this case, the protection of copying, reproduction, multiplication, etc. in relation to the Service Provider as an author should be entitled to the author of the curriculum using the program. However, the Service Provider shall not be liable for the curriculum prepared by the users, nor for any violation of rights arising from the infringement of its copyright.

Both the name of the service and the logo (trademark) are trademarks of the Service Provider. Upon registration of the service, the User shall not have any rights or entitlements in respect of the referenced trademarks or any use thereof.

### **IX. VALIDITY AND MODIFICATION OF THE GTC**

These GTC are valid from the date indicated under this document until revocation. However, the Service Provider is entitled to modify these GTC at any time unilaterally, without prior notice, but is obliged to provide the publicity of the valid GTC on a continuous basis. The Service Provider draws attention to the fact that it is the responsibility and interest of the User to monitor the changes in the GTC.

## X. OTHER PROVISIONS

The parties shall not be liable for delays caused by unavoidable events (force majeure) beyond their control. In this case, the resulting damage is borne by the parties themselves.

In order for the Recipient to avoid straining his muscles, joints, or eyes while using the products, take frequent breaks and take longer rest if he is tired, exhausted, or feeling unwell.

The Service Provider operates the Service with reasonably expected care and expertise, and its warranty obligation exists for the services provided by it - and falling within the scope of the former care.

In connection with the Service, the Service Provider is not liable for any failure, virus, tampering, interference, electronic attack or other harmful interference affecting security, independent from him, which events are considered force majeure.

In matters not regulated by the present GTC, in particular, provisions of the current *Hungarian Civil Code* and (at the moment) *Act CVIII of 2001 - on the issues of electronic commerce services and information society services* shall prevail. The Parties shall settle the disputes by negotiation, however, if this does not lead to a result within 30 days from the commencement of the settlement of the dispute, the court of the Service Provider's registered office shall have exclusive jurisdiction to act.

By sending his order and visiting the [www.click4skill.hu](http://www.click4skill.hu) website, the User expressly accepts the previous warnings and the provisions of these GTC, and expressly agrees to their unilateral amendment by the Service Provider by ensuring the availability of the current GTC on its website.

DATED AS ABOVE

MobilPort Ltd. / /represented by Zoltán Havasi CEO s.m.