

General Terms and Conditions

Version 1.0, December 2021

1 Application and definitions

- 1.1 These General Terms and Conditions govern the Service (hereinafter defined as “the Services”) agreed upon in this Contract.
- 1.2 The following terminology and definitions are used in the Contract:
- The Contract refers to this contractual document signed by both parties, together with these Terms and Conditions, and additional appendices, if any.
- Term of the Contract refers to the period covered by the Contract.
- The Customer refers to the legal person (corporate entity) that has signed this Contract as the customer.
- ILT refers to ILT Education Inc.
- The Services refers to those services that are covered by the Contract and are listed on the first page of the Contract.

2 The design and scope of the Services

- 2.1 The Services and their scope are described in detail on the ILT website. The content and design of the Services change continually. These changes can give rise to an increase or a decrease in the content and/or the supply of the Services.

3 Access to the Services

- 3.1 The Customer will obtain access to the Services via various apps and web-based applications that can differ over time.
- 3.2 The Customer’s personnel and pupils can obtain access of the Services via log-on credentials, which may not be divulged to unauthorised persons or entities.
- 3.3 The Customer is responsible for maintaining the security of your account and are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You must immediately notify us of any unauthorised uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred because of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Contract.

4 Limited right to use

- 4.1 The Customer is aware that the Services are works protected by copyright law, and that the Customer is being granted only a limited right to use these, as set out in the terms and conditions of this Contract.

- 4.2 The Customer undertakes not to use the Services in any way other than which is permitted in accordance with the Contract, and the Customer shall ensure that both its personnel and its pupils and/or children respect the copyright.
- 4.3 The products and/or services offered may be used solely by personnel and pupils/children who work or are registered at units of, or operations conducted by, the Customer.
- 4.4 The Contract does not transfer to you any intellectual property owned by ILT or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with ILT. All trademarks, service marks, graphics and logos used in connection with the Services, are trademarks or registered trademarks of ILT or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of ILT or third-party trademarks.
- 4.5 ILT shall be entitled to study, on a continuous basis, the Customer's use of the Services in order to identify any abnormal patterns of use. In such cases, ILT and the Customer shall be required to cooperate in order to identify the cause and find appropriate measures to take, such as increasing the number of licences.

5 Prices and payment

- 5.1 The prices indicated in the Contract are exclusive of VAT and other taxes, if any.
- 5.2 The price indicated for Polyfino is based on the number of pupils and/or children that participate in the activity or unit specified by the Customer. If this number has changed by the conclusion of the Term of the Contract, ILT shall be entitled to adjust the price based on the current number.
- 5.3 ILT shall be entitled to bill in advance for every 12-month period within the Term of the Contract.
- 5.4 The terms of payment are 30 days net. In the event of late payment, penalty interest can be charged.
- 5.5 In the event the Contract is extended after the end of the Term of the Contract, ILT shall be entitled to adjust the price of the Services.

6 Term of the Contract and extension

- 6.1 This Contract shall continue in force during the Term of the Contract set out in the Contract. The Contract shall be automatically extended by a new Contract Term of 12 months, unless a written notice of termination has been communicated no less than 30 days before the end of the current Term of the Contract, provided that the price per pupil and/or child has not been increased more than the increase in the Consumer Price Index set for the period.
- 6.2 In the event of an extension of the Contract, the General Terms and Conditions of ILT shall continue to apply. These are published on the ILT website.
- 6.3 Notwithstanding that which is stated above, payment of an extension invoice by the Customer shall be deemed to be an acceptance of the Contract.

7 Notice of termination and consequences of the termination of the Contract

- 7.1 A party may give notice of termination of the Contract with immediate effect if the other party has committed a material breach of contract. A delay in payment shall be deemed to be a material breach of contract.
- 7.2 Upon the termination of the Contract, ILT shall be entitled to immediately end the Customer's access to the Service.
- 7.3 Upon the termination of the Contract, all payments to be made regarding the Service shall become immediately due and payable.

8 Liability

- 8.1 ILT disclaims all liability for indirect or consequential loss or damage.
- 8.2 Under any circumstances, the liability of ILT pursuant to this Contract shall never exceed an amount corresponding to the fees that the Customer paid for the Services in the course of one year.
- 8.3 Any claims by the Customer must be presented no later than three months from the date on which the Customer became aware of, or should have become aware of, the facts and circumstances that the Customer asserts as the basis of claim for damages.
- 8.4 ILT's responsibility for defects, delays or interruptions regarding the Service shall be limited to a duty to use its best efforts to resolve the situation in question within a reasonable time.

9 Personal data

- 9.1 The services process personal data in various ways, which makes ILT a personal data processor. The parties shall therefore ensure that a separate personal data processor agreement has been or will be prepared and executed.

10 Special terms regarding Polylino Service

- 10.1 The Polylino Service include translations of various parts of the goods and services supplied. ILT strives to maintain a high level of quality with regard to these translations, but ILT makes no guarantee regarding the non-existence of errors. The Customer shall therefore be aware that the translations may contain linguistic errors. We endeavour to correct these translations once we are made aware of such errors. In addition, differing dialects of the languages may be found in the Service.
- 10.2 The Polylino Preschool service may not be used outside of preschool activities (e.g., by children and parents at home) unless the Customer signs a contract for the Polylino Preschool Home Access service.
- 10.3 With regard to Polylino Home Access, the Customer shall be entitled to create accounts for custodial parents and guardians. The Customer shall be required to remove the accounts of the custodial parents and guardians once the child is no longer participating in the operation or unit in question.
- 10.4 The customer is aware that the Polylino Preschool service and Polylino Preschool Home Access can differ.

11 Miscellaneous

- 11.1 The Customer may not assign rights or duties under this Contract.

- 11.2 ILT may assign this Contract to corporate entities that belong to the same group. In addition, ILT may assign this Contract to a corporate entity that acquires the operations that ILT is currently conducting.
- 11.3 The Customer undertakes to keep this Contract and information regarding ILT and the Services confidential, except for those obligations that the Customer is required to honour according to the principle of public access to official records and applicable municipal regulations.

12 Applicable law and dispute resolution

- 12.1 The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Illinois, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Illinois, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.